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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE UNDERSTAND that arrangements are in progress for enabling Mr. Justice BARNES to sit for the hearing of Chancery actions, and that he will probably commence his sittings for that purpose on Tuesday next.

MR. JUSTICE DARLING'S accident has stimulated a correspondent of the *Daily Telegraph*, who calls himself "A Jurisconsult," to recall a fall from his horse which occurred to Lord CAMPBELL at the age of seventy-two, when he was Lord Chief Justice. In spite of some cuts and contusions, the hardy veteran appeared in court next morning. But there is a later parallel to Mr. Justice DARLING'S casualty. Early in 1878, while the late Vice-Chancellor MALINS was riding into Lincoln's-inn, he was thrown from his horse; and although (the Vice-Chancellor being no light weight) the shock must have been serious, he appeared in court shortly after the usual time.

THE LORD Chief Justice has again raised his protest against the existing system, or rather want of system, of legal education. Two years ago he made his address, delivered under the auspices of the Council of Legal Education, the occasion for advocating the establishment in London of a law school common to both branches of the profession. He renewed the proposal at the recent annual dinner of the Hastings and St. Leonards' Law Students' Society, suggesting the alternatives either of an independent school of law with London as its centre, or a faculty of law in the projected teaching University of London in some respects under the control of the Inns of Court. Hitherto, the former of the proposals has not taken practical shape, and there seems to be no likelihood that it will. The Inns of Court have their own scheme of education, and they shew no indication of any desire for a school of law worthy of the name such as was advocated thirty years ago by Lord SELBORNE and the late Mr. JEVONS, of Liverpool. Their opposition was then powerful enough to defeat the Bill for the establishment of his scheme which Lord SELBORNE brought forward, and we imagine that they are still unregenerate. Outside the Inns of Court there seems, since Lord RUSSELL does not himself move in the matter, to be no indication of the project being taken up. A faculty of law in a teaching University of London is not unlikely to be carried into effect, but whether it will meet Lord RUSSELL'S requirements is doubtful.

THE DECISION of NORTH, J., a week ago in *Re S.* furnishes an additional reason, if any were needed, why a solicitor should not by any inadvertence allow himself to be unprotected by a certificate. For any period when he is not duly qualified he is, as is well known, debarred from recovering his costs, but in *Re Jones* (L. R. 9 Eq. 63) Lord ROMILLY, M.R., held that this disability did not prevent the costs from being due as a debt. Hence, although under section 26 of the Solicitors Act, 1843—the enactment then in force—the solicitor was unable to sue for the costs, yet, if the client obtained an order for taxation and thereby submitted to pay what was due, the costs in question, being a debt, were to be taken into account. The principle that a right, though not enforceable by action, may exist, and may be taken advantage of by any means not involving the bringing of an action, is well known, and is illustrated by the case of a debt under the Statute of Limitations. But section 12 of the Solicitors Act, 1874, goes somewhat further than the earlier enactment, and provides that "no costs, fee, reward, or disbursement on account of or in relation to any act or proceeding done or taken by any person who acts as a solicitor, without being duly qualified so to act, shall be recoverable in any action, suit, or matter by any person or persons whomsoever." In *Fowler* v. *Monmouthshire Canal Co.* (4 Q. B. D. 334) it was held that these last words, "any person or persons whomsoever," had the effect of preventing a successful litigant from recovering from the other side his costs incurred while his solicitor was uncertificated; but there has been hitherto no decision shewing that the distinction established by *Re Jones* has been abolished. In *Kent* v. *Ward* (70 L. T. 612), where section 12 was enforced, the solicitor was suing for his costs, and so was clearly within the section. Upon the strict words of the section it is perhaps difficult to see why *Re Jones* should not still be applicable. Under the Act of 1874, as under that of 1843, it is the recovery of the costs that is barred, and it is not stated expressly that the costs are not to be available as a debt in any other way. At the same time it is an undoubted anomaly that by the mere form of the procedure upon taxation at the instance of a client the solicitor should get costs which the Act declares he ought not to have, and the decision in *Re S.* will probably be accepted as governing the practice for the future.

THE RECENT case of *Re Castell & Brown (Limited)*, before ROMER, J., shews the danger which debenture-holders run who are content to take simply a floating charge upon the real property of a company and to leave the deeds in the possession of the company. Debentures were issued by the company purporting to charge all its property, and the conditions provided that the charge was to be a floating security, but so that the company was not to be at liberty to create any mortgage or charge upon its freehold or leasehold hereditaments in priority to the debentures. No legal mortgage of the freehold or leasehold hereditaments was ever made in favour of the shareholders, and the title deeds were left in the possession of the company. The company deposited them with a bank in order to secure an overdraft, and upon the company being wound up a contest for priority arose between the bank and the debenture-holders. Each had only an equitable security, and that of the debenture-holders was *primâ facie* entitled to priority as being prior in date, but the bank relied upon the possession of the title deeds. ROMER, J., seems to have considered that the mere omission of the debenture-holders to withdraw the title deeds from the control of the company was negligence sufficient to postpone their claim, but it is possible that this view ascribes to mere negligence an effect inconsistent with the later cases. According to the judgment of the Court of Appeal delivered by FRY, L.J., in *Northern Counties Fire Insurance Co.* v. *Whipp* (26 Ch. D., at p. 494), negligence in getting or keeping deeds is only a ground for postponing a legal mortgagee when it is so gross as to be evidence of a fraudulent concurrence in the subsequent disposal of them by the owner. The same principle seems to be applicable as regards an equitable mortgagee, and there was no such fraud here. ROMER, J., however, based his judgment on the analogy of the decision in *Perry-Herrick* v. *Attwood* (2 De G. & J. 21). There a mortgagee lent the deeds to the owner for the purpose of raising a specific sum, and the owner raised a larger sum. It was held that the mortgagee must take the risk of the mortgagor exceeding his authority, and that his mortgage was to be postponed to the whole sum raised on the deeds. In the present case ROMER, J., inferred that, since the security was a floating one, the deeds were left with the company in order to enable it to dispose of such parts of the property as might be desirable. Hence the debenture-holders took the risk of the company exceeding its authority and mortgaging the property, notwithstanding the express prohibition against mortgaging. This prohibition was effectual only as between the company and the debenture-holders. It is interesting to observe that ROMER, J., considered that the bank were under no duty to inquire as to the existence of debentures, and their omission to do so did not affect them with notice of the prohibition against mortgaging. The debenture-holders accordingly were postponed to the bank.

THE DECISION of KENNEDY, J., in *Marks* v. *Frogley and Others* must have caused a shock to many members of the volunteer force. That a sergeant and two privates of a volunteer battalion should, by acting in strict accordance with the commands of their superior officer, render themselves liable to be mulcted in damages at the suit of another member of the same battalion is, to say the least of it, surprising. The case arose out of an unfortunate accusation of theft made against the plaintiff by some of his comrades. The charge was made when the battalion in question was taking part in a camp of exercise or training at Shorncliffe with other portions of the auxiliary and of the regular forces; the camp was at the moment in course of breaking up, and the plaintiff's battalion was about to march to the railway station on its journey to Hertfordshire, the county to which it belonged. By the order of the adjutant and other officers, the plaintiff was kept in the custody of the three unsuccessful defendants during the railway journey, and afterwards on the march to the neighbouring police-station, where he was given over to the police superintendent on the charge of larceny. He was afterwards tried and honourably acquitted. The action was for false imprisonment, and the verdict was in favour of the police superintendent, but substantial damages were awarded against the three volunteer defendants in case the judge should hold them liable. This he has done. The defence rested upon several sections of the Army Act, 1881. It is clear that, under section 176 of that Act, volunteers are subject to military law "when they are being trained or exercised with any portion of the regular forces"; and also that, under sections 41 and 45, a person under military law, when charged with such an offence as larceny, may be ordered into arrest by any officer and kept in custody with a view to his case being investigated by the proper military authority; and a non-commissioned officer is, by the section last referred to, prohibited from refusing to receive and keep in custody such a person upon the order of his superior officer. Section 158, upon which also reliance was placed on behalf of these defendants, provides that "where an offence under this Act has been committed by any person while subject to military law, such person may be taken into and kept in military custody and tried and punished for such offence," although he or his battalion has ceased to be subject to military law.

APPLYING THESE sections to the facts of this case, the learned judge held, first, that the parties concerned were subject to military law until their departure from Shorncliffe station, or, at all events, until they left the camp itself, and that therefore the order of the adjutant, so far as it related to the actual arrest of the plaintiff, was a lawful order. But he went on to hold that the plaintiff and defendants ceased to be subject to military law, and reverted to the status of ordinary civilians, on the train leaving Shorncliffe station, and that the provisions of the Army Act afforded no justification for retaining the plaintiff in custody. He declined to accede to the argument that the training, and therefore the subjection to military law, continued until the dismissal of the volunteers on arriving at their respective destinations on their return from the camp. The result seems to be that volunteers who receive an

order which is properly given to them and which they are bound to obey while under military law, must, as soon as they cease to be subject to that law (a moment of time which would generally be very difficult to determine), either disregard that order or run the risk of incurring heavy liability at the suit of the person aggrieved by the carrying out of the order. The defence, based on section 158, was demolished by the learned judge as applying (as the language used does in strictness apply) only where an offence had actually been committed, not charged merely; and he expressed the opinion that, even if it had been worded so as to apply to a person charged, it would not have justified his being kept in custody during a railway journey in order to his being handed over to the civil authority in a distant county instead of being tried by court-martial. The last line of defence of the volunteers was also carried by the learned judge; this was that the order of the adjutant was, if illegal, not obviously illegal, and that the defendants ought not to be held liable for obeying it; this defence, it was decided, was of no avail to protect the defendants from the consequences of their acts done while not under military law. In so holding Mr. Justice KENNEDY relied on the decisions of WILLES, J., in *Keighley* v. *Bell* (4 F. & F. 763), and *Dawkins* v. *Lord Rokeby* (*ib.* 806). In the former case that learned judge laid it down that "a soldier acting honestly in the discharge of his duty—that is, acting in obedience to the orders of his commanding officers—is not liable for what he does, unless it be shewn that the orders were such as were obviously illegal." This principle is unquestionable, but it may be doubted whether it covers such a case as the present. WILLES, J., had not to deal with questions as to the effect of a change, during the carrying out of the order, of the status of the parties concerned from military to civil, which renders the present case so difficult and so interesting.

THERE SEEMS to be at the present time almost an epidemic of blackmailing, and one can seldom take up a daily newspaper of late without seeing a report of some charge of the sort. Of all crimes of dishonesty, probably most people will agree that, in its worst shape, blackmailing is far the most atrocious. There are probably not a few innocent persons in the country who are the constant prey of scoundrels of the worst sort, and who keep on paying these wretches money rather than run the risk of having to face an accusation of which they are guiltless, or of having to suffer some other unmerited evil. Such persons, in most cases, have to thank their own weakness for their troubles. Blackmailers ought to be faced with boldness, and if this is done it will seldom be found that they dare carry out their threats. Nothing can be gained by making the law more stringent, for as it stands it is very severe on this crime. To demand any money, either by letter or otherwise, by means of threats to accuse any person of any serious crime, or of any attempt to commit rape or infamous crime, is a felony punishable with penal servitude for life, and the maximum sentence has been passed more than once. To demand any money by letter without reasonable cause, with threats of any sort, is a felony punishable with penal servitude for three years. It was decided in *Reg.* v. *Tomlinson* (43 W. R. 544; 1895, 1 Q. B. 706), that a person may be convicted of this offence even though the threats are to do something which is not a crime, or to accuse of some misconduct which does not amount to a crime. As laid down by the Lord Chief Justice, any words may constitute a threat if they are such as would naturally and reasonably operate on the mind of a reasonable man so as to deprive him of his free volition and put a compulsion on him to act as he would not act otherwise. It has also been held that it is not material whether the accusation be true or false; it is an offence to demand money from a person by threats to accuse him of misconduct of which he is really guilty, provided the person threatening has no reasonable claim to the money demanded. There are many other severe provisions relating to various forms of the offence known as blackmailing. The profits gained from the practice of this horrible crime are often very great, and the risk is often comparatively small, owing to the great reluctance felt by most people to face an accusation even when it is entirely unfounded, and still more so when there is some atom of foundation. For these reasons it is very hard to stamp out the crime in spite of the severity of the law, and nothing can avail but a little courage and self-sacrifice on the part of the victims.

ACCORDING TO the judgment of KEKEWICH, J., in *Lauchbury* v. *Bode*, the parish of Haddenham, in Buckinghamshire, will have to dispense henceforth with the common bull and the common boar which, from time immemorial (so the story goes), have been provided "for the common use of the kine and sows of the parishioners for the increase of calves and pigs within the said parish." Originally custom imposed the duty of keeping the animals in question upon the parson of the parish, as the owner of the great tithes; but the great tithes now no longer exist, and perforce the custom is at an end. It is sad to see the relics of the past fading in this way. The custom appears to have survived various vicissitudes in the ownership of the great tithes. In 1312 the parsonage, and the tithes with it, were appropriated by the Priory of Rochester. This was dissolved in 1540, and two years later the parsonage and tithes were granted to the Dean and Chapter of Rochester. But in 1830 an Inclosure Act was passed, and certain lands were allotted to the Dean and Chapter in lieu of the great tithes. In 1866 these lands were transferred to the Ecclesiastical Commissioners, and in 1881 the greater part of them were sold to HENRY BODE, the husband of the defendant. He died in 1892, having devised the lands to the defendant. Apparently Mr. BODE was content to comply with the custom, and it may be inferred that in his time there was no falling off in the increase of calves and pigs in Haddenham parish. But the defendant has refused to pay the same respect to antiquity, and has withdrawn the common bull and the common boar. To the claim for damages she avers that there is, and always has been, a sufficient supply of bulls and boars in the parish and in the adjoining parishes, and that the parishioners are not in fact damnified. But for the Inclosure Act of 1830 she might very possibly have found the custom too strong for her. The custom, however, assuming it to have been established, was a charge upon the great tithes, and the great tithes are gone. The section of the Act which exchanged them for land said nothing of the custom, and Mr. Justice KEKEWICH holds that the lands were taken custom free. Moreover, Mr. BODE was not the purchaser of the whole of the lands, and it is not clear that, even if the custom were still existent and attached to the lands, it would run upon a severance with each part of them. Henceforth the custom will live only in the report of the decision which sanctions its extinction.

THE CASE of the will of Mr. STOKES, who was killed, in January, 1895, in the Congo Free State, raises a question of considerable interest. He had made two wills, one in 1891 and the other in 1894. The second will was a holograph will made in the Congo Free State, and it was admitted that, according to Belgian law, it was duly executed. Under 24 & 25 Vict. c. 114 a will made out of the United Kingdom by a British subject is, as regards personal estate, to be held to be well executed for the purpose of being admitted to probate in England if it is made "according to the forms required either by the law of the place where the same was made or by the law of the place of the testator's domicile." In the present case Mr. STOKES was domiciled in England, and therefore the will of 1894 could only be supported if it was made according to the law of the Congo Free State. Unfortunately the King of Belgium, who is the sovereign authority in the State, has not yet decreed any special mode of making wills, and it does not appear that any mode is indigenous to the soil. There is, however, a general rule decreed by an ordinance of May, 1886, that, in the absence of any special provision, matters are to be governed by local custom or by the general principles of law and equity. There being no local custom, the court was thrown back upon the principles of law and equity; and in regard to the making of wills it is not easy to say what these are. Sir FRANCIS JEUNE, however, took the reasonable view that, in a matter depending upon law which would have to be administered by Belgian judges, any form of will which would be valid in Belgium would certainly be regarded as complying with the principles of law and equity. Thus, the

will being good by Belgian law, was also good by the law of the Congo Free State, and was therefore well executed under 24 & 25 Vict. c. 114. Hence it prevailed over the will of 1891.

THE APPLICATION OF THE LAND TRANSFER ACT TO LONDON.

Two rather important matters in connection with the proposed application of the Land Transfer Act, 1897, to London have occurred during the past week. In the first place, it appears that, in consequence of Mr. GEDGE's having called the attention of the Lord Chancellor to the breach of faith involved in sending the draft order to the London County Council before the 1st of January last, Lord HALSBURY has intimated that "the Privy Council will not carry any order into effect without the most careful consideration of any representation by the London County Council made within three months from the commencement of the Act, notwithstanding that, technically, the *locus standi* of the Council will terminate on the 26th of February." As the present county council are to come to a decision on the matter on the 15th of February, this is not much of a boon. It is not very likely that the new county council will reverse a decision of their predecessors, but the extension of time may enable them to do so if they think fit.

The other matter is the report presented by the General Purposes Committee of the London County Council, which we print elsewhere in full. As we all know, the committee applied to the metropolitan vestries and district boards, and also to seventeen railway companies, the Incorporated Law Society, the Institute of Bankers, the Building Societies Association, the Ecclesiastical Commissioners, and two or three large estate owners in the metropolis, asking them to state their views on the question of the Land Transfer Act being applied to London. Out of the vestries and district boards who have replied, there are twelve in favour of the application of the Act, and twenty-one against it. Eight London building societies, and apparently Mr. B. G. LAKE and Mr. RUBENSTEIN, have, on their own initative, sent in petitions and letters to the Council, and upon the whole of the communications received by them, the result is that only the twelve vestries and district boards above mentioned and Mr. B. G. LAKE are in favour of the Act being applied to London, while no fewer than forty-four are against its application to London. The bodies dissenting comprize, as already stated, twenty-one vestries and district boards; also eight great railway companies, the Institute of Bankers, the Building Societies Association, the Auctioneers' Institute, the Incorporated Law Society, eight land or building societies, and last, not least, the Ecclesiastical Commissioners. The weight of authority, as well as of numbers, was clearly against the application of the Act; and it would be ridiculous to pretend that all these dissentient bodies could be stimulated to opposition by solicitors. The Ecclesiastical Commissioners, for instance, can hardly be supposed to be a body very amenable to influence; yet they strongly deprecated the application of the Act to London on the grounds of the expense and delay which it would occasion, and of the impediments which compulsory registration would probably throw in the operation of many of the statutes administered by the Commissioners.

Here was, therefore, a difficult problem for a committee which presumably wanted to report in favour of the application of the Act. They had asked advice, and had been favoured with an overwhelming expression of opinion against its application. What was to be done? The happy thought appears to have occurred to the committee to apply to the authorities to furnish them with a handle, in the shape of some concession, to enable them to decline to veto the application of the Act. They got a reply stating that the intention was that the order should be made to take effect "progressively according to a division of the county (*i.e.*, the county of London) into convenient areas not less than four in number," the first area to be selected with a view to the utilization of the existing Land Registry Office in Lincoln's-inn-fields as the land registry of the district. This, the council are solemnly assured, will afford them "such an opportunity as the county council appear to desire of estimating the value of the work as it proceeds, and of watching generally the progress of the Act." If this has any meaning, it would appear that the first Order in Council is to be restricted to the small district suggested, and that the county council are to have the opportunity of vetoing any further extension of the district. If this is so, there will be a fairly reasonable compromise. But it must be remembered that the Order in Council which has been submitted to the county council proposes to apply the Act to the whole of London, and that, if this order is not vetoed by the county council within the period prescribed, the Land Registry will be left free to extend its operations over the whole county of London when and as it likes, and whether such operations are successful or not.

The committee have declined to advise the council to veto the application of the Act to London, and have recommended that a meeting of the council should be fixed for the 15th of February to consider the question of the application of the Act to London. It is significant that, in adopting this recommendation, the council directed a copy of the committee's report to be forwarded to the Land Registry for observations, and a copy of the observations of the Land Registry to be placed on the agenda for the special meeting. Every effort should be now directed to securing that the progressive taking effect of the order shall be made a reality; the first order assented to by the London County Council being for the first of the four districts only. We are sorry to say, however, that we do not believe the Land Registry have the slightest intention of allowing their hands to be thus fettered unless they see there is no other way of getting hold of London.

DISCLAIMER OF LEASEHOLD PROPERTY IN BANKRUPTCY.

I.

IN spite of the greater certainty introduced into the system of the disclaimer of leaseholds by section 55 of the Bankruptcy Act, 1883, the subject is one in which questions of difficulty still from time to time arise. The general principles of the system as now established can be very shortly stated. Whenever any part of the property of a bankrupt consists of leaseholds burdened with onerous covenants, the trustee, notwithstanding that he has endeavoured to sell or has taken possession of the property, or exercised any act of ownership in relation to it, may within twelve months of his appointment disclaim the property by writing signed by him. The effect of the disclaimer is to determine as from its date the rights, interests, and liabilities of the bankrupt and his property in respect of the property disclaimed, and to discharge the trustee from all personal liability as from the date when the property vested in him; but, save for effectuating these purposes, it does not affect the rights or liabilities of any other person. The trustee's right to disclaim is not, however, absolute. In general he must obtain the leave of the court, and this gives the court the opportunity of imposing such terms as it thinks just as a condition of granting the leave. Moreover, if any person interested in the property calls upon the trustees to decide whether he will disclaim or no, the twelve months' limit is abrogated, and the trustee must give his decision within twenty-eight days, or such extended time as shall be allowed by the court. Failing this, his power to disclaim is gone. The difficulty in disclaimer is that the lease is at an end as between the bankrupt and his trustee and the landlord, and yet there may remain a number of persons whose rights must be determined on the assumption that the lease is still subsisting. To put an end to this inconvenient state of things, the court is enabled to vest the disclaimed property in any person entitled thereto, but where such person is an underlessee or a mortgagee by sub-demise, he may be required at the same time to take over the liabilities of the bankrupt in respect of the property. A person injured by the disclaimer is deemed a creditor of the bankrupt to the extent of the injury, and may prove for the same as a debt under the bankruptcy. In considering the subject more in detail it will be convenient to arrange it under the following heads: (1) The position of a trustee who does not disclaim; (2) the trustee's right to dis-

claim; (3) the effect of disclaimer upon the bankrupt and his estate and upon the trustee; (4) the effect of the disclaimer upon third persons; (5) leave to disclaim; (6) application to the trustee to decide as to disclaimer; (7) vesting orders; and (8) proof for injury done by the disclaimer.

1. *The position of a trustee who does not disclaim.*—A trustee in bankruptcy has the power of disclaiming, but subject to this power the leaseholds of the bankrupt vest in him absolutely under section 55 of the Act of 1883, and this result does not in any way depend upon his election to take them (*Wilson* v. *Wallani*, 5 Ex. D. 155; *Titterton* v. *Cooper*, 9 Q. B. D. 473). Consequently the trustee, as an assign of the lease, is personally liable under the lease as from the date when the lease vests in him—that is, as from the date of his appointment; and from that date he is liable for rent accruing due and for breaches of covenant, though not for rent accrued due or breaches committed before his appointment (*Wilson* v. *Wallani*; *Titterton* v. *Cooper*). His liability can be terminated, however, as in the case of any other assignee, by assigning the premises over (see *Wilkins* v. *Fry*, 1 Mer. p. 265). And, provided the assignment is a real one, he may assign to a pauper for the express purpose of ridding himself of liability (*Hopkinson* v. *Lovering*, 11 Q. B. D. 92; *Onslow* v. *Corrie*, 2 Madd. 330). It makes no difference that the lease contains a covenant against assigning without licence (*Re Johnson*, 70 L. T. 381). A release of the trustee under section 82 of the Act will secure him against any claim made by the lessor in the bankruptcy, but will, apparently, be no protection against claims prosecuted in any other jurisdiction (*Ex parte Carter*, 8 Ch. D. 731). But the trustee is entitled to indemnity out of the estate of the bankrupt (*Lowrey* v. *Barker*, 5 Ex. D., p. 173).

2. *The trustee's right to disclaim*.—The trustee's right to disclaim is not limited to such property of the bankrupt as is divisible among creditors under section 44. The word "property" in section 55 is to be taken in the wider sense given to it in the definition clause (section 168), and it includes, therefore, property of the bankrupt from which no benefit can accrue to him, as property which he has already contracted to sell. Hence leaseholds which have been so sold can be disclaimed if the purchaser assents (*Re Maughan*, 14 Q. B. D. 956), though, if he does not, it seems that the trustee must carry out the contract and assign to him upon his giving a proper indemnity (*Ex parte Edmonds*, 48 L. T. 77). If the bankrupt has assigned the property by way of mortgage, the trustee is not liable on the covenants either by privity of contract or of estate; consequently the equity of redemption is not "property burdened with onerous covenants" within section 55, and the trustee cannot disclaim it (*Re Gee*, 24 Q. B. D. 65; though see *Re Wilson*, 13 Eq. 186). The provisions of section 55 are "provisions relating to the remedies against the property of a debtor" within section 150, so as to be binding on the Crown, and hence the trustee can disclaim a Crown lease (*Re Thomas*, 21 Q. B. D. 380). The trustee may disclaim, notwithstanding that the lease has been determined by expiration of time or by forfeiture between his appointment and the execution of the disclaimer, and, perhaps, also where it had been determined before his appointment (*Ex parte Dyke*, 22 C. D. 410). The Bankruptcy Act, 1869, required that the trustee should disclaim "by writing under his hand," and upon this it was held that the disclaimer must be signed by the trustee personally (*Wilson* v. *Wallani*, *supra*). The Act of 1883 requires the disclaimer to be "by writing signed by him," and whatever may have been the case formerly, it seems clear that upon the latter words, since there is nothing in the section specially necessitating personal signature, signature by an agent will do (*Re Whitley Partners*, 32 Ch. D. 337).

3. *The effect of the disclaimer upon the bankrupt and his estate and upon the trustee.*—By the express words of section 55 the disclaimer operates to determine, as from the date of the disclaimer, the rights, interests, and liabilities of the bankrupt and his property in or in respect of the property disclaimed, and it also discharges the trustee from all personal liability in respect of the property disclaimed as from the date when the property vested in him. Under the disclaimer the trustee gives up to the lessor the entirety of the property comprised in the demise; and hence, if land and chattels are leased at an entire rent, the whole goes back to the lessor, and the trustee cannot retain the chattels under the reputed ownership clause (*Ex parte Allen*, 20 Ch. D. 341). Since the disclaimer puts an end to the lease so far as the bankrupt and his estate are concerned, it follows that the trustee cannot take advantage of any provisions relating to the determination of the tenancy (*Ex parte Dyke*, 22 Ch. D. 410); thus if the lease provides for the removal of trade buildings and machinery, this provision is gone and the trustee cannot remove them (*Ex parte Glegg*, 19 C. D. 7). It has been held, however, that the trustee cannot rely upon the disclaimer as justifying acts which are forbidden by the tenancy; hence, where, in violation of the custom of the country, he removed hay from a farm and then disclaimed, the landlord recovered damages against him (*Schofield* v. *Hincks*, 58 L. J. Q. B. 147). Apart from such special considerations, the disclaimer relieves the trustee of all liability (*Ex parte Allen*, 20 Ch. D. 341), and he is not liable to pay rent to the landlord in respect of his occupation prior to the disclaimer, either as assignee, or on an implied contract of tenancy, or as trespasser (*Lowrey* v. *Barker*, *supra*; *Gabriel* v. *Blankenstern*, 13 Q. B. D. 644). It may be mentioned that where a sum becomes due from the landlord to the tenant for allowances at the determination of the tenancy, the landlord cannot, as against the trustee, set off arrears of rent accrued due before the bankruptcy (*Alloway* v. *Steers*, 10 Q. B. D. 22; *Ex parte Dyke*, 22 Ch. D. 410); unless, indeed, by the custom of the country, the landlord pays only the amount of the valuation less arrears of rent (*Re Wilson*, 62 L. J. Q. B. 628).

4. *The effect of the disclaimer upon the rights and liabilities of third persons.*—Under the Bankruptcy Act, 1869, no provision was made with regard to the effect of the disclaimer upon the interests and liabilities of third persons. Section 23 provided that the lease should be deemed to have been surrendered at the date of the disclaimer, but the question of what relations were then to exist between the lessor and a sub-lessee of the bankrupt was left undetermined. In *Smalley* v. *Hardinge* (29 W. R. 554, 7 Q. B. D. 524) the surrender was treated as an actual one. Hence it put an end to the rights of the lessor under it, though by 8 & 9 Vict. c. 106, s. 9, his reversion became the reversion expectant on the sub-lease, and he had the rights of the bankrupt against the sub-lessor. But in *Ex parte Walton* (17 Ch. D. 746) the Court of Appeal treated the surrender as merely fictitious, and limited its effect to the relief of the bankrupt and his estate and his trustee from liability in respect of the property comprised in the lease. Thus as between the lessor and the sub-lessee the lease was still subsisting, and the lessor was enabled to exercise any rights which did not depend upon privity of contract or of estate between him and the sub-lessee. He could therefore distrain for the rent reserved by the lease and take advantage of a power of re-entry for breach of covenant. The lessee, on the other hand, provided he paid the rent and observed the covenants, was entitled to remain in possession. Moreover, where the bankrupt was assignee of the lease, the original lessee remained liable on his covenants, notwithstanding the disclaimer (*Hill* v. *East and West India Dock Co.*, 9 App. Cas. 448); and, similarly, the lessee retained his right of action against a surety for the assignee (*Harding* v. *Preece*, 9 Q. B. D. 281). This view of the effect of the Act of 1869 has been incorporated in section 55 of the Act of 1883, which expressly provides that the disclaimer shall not, except so far as is necessary for the purpose of relieving the bankrupt and his property and the trustee from liability, affect the rights and liabilities of any other person.

5. *Leave to disclaim.*—Before disclaiming the trustee is, in general, bound to get the leave of the court, and the court may impose such terms as a condition of granting such leave, and make such orders with respect to fixtures, tenant's improvements, and other matters arising out of the tenancy as the court thinks just. An exception is made by section 55 in any cases which may be prescribed by general rules, and in these the trustee may disclaim without leave. Such cases are defined by rule 320 of the Bankruptcy Rules, 1890, as (1) cases where the bankrupt has not sub-let or mortgaged and (*a*) the rent is less than £20, or (*b*) the estate is being administered under section 121 of the Act of 1883, or (*c*) the lessor does not, upon notice to disclaim being served upon him, require the matter to be brought before

the court; and (2) where the bankrupt has sub-let or mortgaged, and neither the lessor nor the sub-lessee or mortgagee, upon notice to disclaim being served upon them, requires the matter to be brought before the court. In these cases, since the trustee can disclaim without leave, there is no opportunity for terms to be imposed upon him, and hence he cannot be called upon to pay rent to the landlord, even though he has been in beneficial occupation of the premises for the purpose of the bankruptcy (*Re Sandwell*, 14 Q. B. D. 960). Where, however, the court grants leave to distrain and the trustee's occupation has resulted in benefit to the bankrupt's estate (*Ex parte Izard*, 23 C. D. 115; *Re Zappert*, 1 Morr. 72; *Re Brooke*, 1 Morr. 82), or even where no actual benefit has resulted, if the occupation has been with a view to obtaining such benefit (*Ex parte Isherwood*, 22 Ch. D., p. 395; *Ex parte Arnel*, 24 Ch. D. 26; *Ex parte Good*, 13 Q. B. D. 731), the trustee is required, as a condition of disclaiming, to pay rent in respect of the occupation.

REVIEWS.

BOOKS RECEIVED.

Private Bill Procedure. A Guide to the Procedure upon Private Bills, together with Forms, Standing Orders of the House of Commons, Condensed Standing Orders of the House of Lords, Tables of Fees, Rules, &c. By Cyril Dodd, Q.C., and H. W. W. Wilberforce, Barrister-at-Law. Eyre & Spottiswoode. Price 7s. 6d

The Devolution of Real Estate on Death under Part I. of the Land Transfer Act, 1897, with the Act and Rules. By Leopold George Gordon Robbins, Barrister-at-Law. Butterworth & Co.

The Rating of Mines and Quarries; being a Short Practical Treatise on the Law of Rating generally, and in its special application to Mines, Ironworks, and Quarries. By Archibald Brown, M.A., B.C.L., Barrister-at-Law. Butterworth & Co.

CASES OF THE WEEK.

Court of Appeal.

QUEENSLAND NATIONAL BANK *v.* PENINSULAR AND ORIENTAL STEAM NAVIGATION CO. No. 1. 18th Jan.

Ship—Bill of Lading—Implied Warranty—Fit to Carry Particular Cargo.

Appeal from the judgment of Mathew, J., at the trial of the action without a jury: 2 Com. Cas. 228. The action was brought to recover £5,000 damages for the loss of a box of 5,000 sovereigns shipped by the plaintiffs, under a bill of lading, on the defendants' steamship *Oceana* from Port Jackson to be delivered in London. The bill of lading contained exceptions of (*inter alia*) loss by robbers or thieves by sea or land, defects latent or otherwise in hull or its appurtenances, or from any act, neglect, or default whatsoever of the pilot, master, mariners, or other servants, or of the agents, of the company. The box in question was placed by the defendants in the bullion-room in *The Oceana*. The bullion-room was broken open during the voyage and the box was stolen. The plaintiffs, in the statement of claim, alleged that there was an implied warranty that *The Oceana* had such a bullion-room as made her a safe and fit vessel for the carriage of bullion, and that the construction of the bullion-room was so defective that she was not a safe and fit vessel for the carriage of bullion. It was ordered that the question whether there was any warranty by the defendants under the bill of lading that the room in which the bullion was stowed was so constructed as to be reasonably fit to resist thieves should be tried before the trial of the action. It was assumed for the purpose of the argument that the bullion-room was defective, and Mathew, J., in his judgment, said: "I assume, for the purpose of my decision, that the vessel in question, *The Oceana*, like others of her class, was furnished with a receptacle for bullion and valuables, usually called the specie-room; and that the contract in the bill of lading was entered into with the knowledge and upon the footing that this receptacle had been provided for the safe carriage of the gold mentioned in the bill of lading." Mathew, J., held that there was an implied warranty that the bullion-room was so constructed as to be reasonably fit to resist thieves. The defendants appealed.

The Court (A. L. Smith, Chitty, and Collins, L.JJ.) dismissed the appeal, saying that the parties had contracted on the footing that there was a bullion-room in the ship, and that the very object of having a bullion-room was to secure the gold in it from thieves. In their opinion there was an implied warranty that the bullion-room was, at the time when the ship started, reasonably fit to resist thieves.—Counsel, *Joseph Walton*, Q.C., and *R. M. Bray*, Q.C.; *J. Lawson Walton*, Q.C., and *Scratton*. Solicitors, *Freshfields & Williams; Waltons, Johnson, Bubb, & Whatton*.

[Reported by W. F. Barry, Barrister-at-Law.]

REG. *v.* THORNTON AND OTHERS (Justices), *Ex parte* LACON & CO. No. 1. 19th Jan.

Licensing Acts—Order Sanctioning Removal of Licence—Grant of Licence on Condition of Surrendering Other Licence—Licensing Act, 1872, s. 50.

This was an appeal from a judgment of a Divisional Court (Cave and Ridley, JJ.). An order *nisi* had been obtained for a writ of *certiorari* to bring up and quash an order made by the licensing justices for the Wandsworth Division, granting a licence to G. C. Laceby in respect of No. 2, Abercrombie-street, Battersea, for the sale of beer, wine, and spirits, to be consumed off the premises. Laceby was at the time of the order the holder of a similar licence in respect of the Five Alls public-house, which adjoined No. 2, Abercrombie-street. In 1890 the then holder of the licence for the Five Alls had taken a lease of the cellar of No. 2, Abercrombie-street, and had obtained an off-licence in respect of the cellar. In 1897 Laceby gave notice of his intention to apply for a new licence for the whole of No. 2, Abercrombie-street. By the order appealed from, such licence was granted to him subject to the condition of his giving up the licence which he had just had renewed for the Five Alls. Messrs. Lacon & Co., the reversioners of the Five Alls, obtained the order *nisi* on the ground that the justices had no jurisdiction to make the order granting such licence, inasmuch as it was in effect an order sanctioning the removal of a licence within section 50 of the Licensing Act, 1872, and the requirements of that section had not been complied with. The Divisional Court made the order absolute. Laceby appealed.

The Court (A. L. Smith, Chitty, and Collins, L.JJ.) were of opinion that this was in substance a case of a removal of a licence, and dismissed the appeal.—Counsel, *Bosanquet*, Q.C., and *J. C. Earle; Lawson Walton*, Q.C., *Foote*, Q.C., *Bodkin*, and *Travers Humphreys; Avory* and *Edwardes Jones*. Solicitors, *W. W. Young & Son; Wellington Taylor; Corsellis, Mossop, & Barney*.

[Reported by F. G. Ruckes, Barrister-at-Law.]

High Court—Chancery Division.

***Re* DRINKWATER, DRINKWATER *v.* FIELD.** North, J. 20th Jan.

Will—Construction—Date at which Legacy Payable.

Emma Drinkwater, on the 22nd of February, 1894, made her will in the following terms, "This is the last will and testament of me the undersigned Emma Drinkwater. I do hereby give, bequeath, and devise the whole of my real and personal estate to my daughter Esther Field for her life, and at her death I desire that it shall be equally divided among her surviving children, save and except the sum of £200 (two hundred pounds) which I desire to be given from my estate to my nephew Walter Drinkwater." The testatrix died on the 8th of March, 1894, and the summons now adjourned into court raised the question whether the legacy to Walter Drinkwater was payable immediately or only upon the death of Esther Field, the tenant for life.

North, J.—If the £200 legacy had been given first there would be no question, there would simply be a gift of £200 and a gift of residue subject to the legacy. The same result would follow if the estate was given expressly subject to the legacy. I do not say that the conclusion I have come to is equally clear, but in my opinion the legacy is payable immediately. First there is a gift of the estate, and then there is a gift of a sum out of the estate; in each case she refers to her "estate." I think that is the true meaning of the way in which the testatrix uses the word. If the money had only been payable upon the death of the tenant for life, some direction such as the words "save and except £200," would have been added before the direction for the division among the children of Esther Field.—Counsel, *Stanbury-Eardley; Rowden*. Solicitors, *T. H. Philpots*, for *Leacroft*, Birmingham; *Peacock & Goddard*, for *Burman & Rigbey*, Birmingham.

[Reported by G. B. Hamilton, Barrister-at-Law.]

AJELLO *v.* WORSLEY. Stirling, J. 18th Jan.

Trader—Advertising Goods at Less than Cost Price—Malice.

This was an action by the plaintiffs, who were piano manufacturers in London, to restrain the defendant, who was a furnishing contractor at Manchester, from advertising the plaintiffs' pianos for sale without in fact having any of them in his possession. The plaintiffs, in the early part of 1895, supplied the defendant with certain pianos, among which were two of a class called in their price lists Britannia Models, and supplied to the trade at a cost price of 15 guineas, and one of what was called Class 6 A, and described as "an upright grand, iron frame, check action, trichord," and was supplied to the trade at a price of £23 10s. In 1896 the defendant published in the *Manchester Evening News* an advertisement of a great sale of pianos. The advertisement gave particulars of several pianos and continued: "New instruments at Worsley's, a fine upright grand by Ajello, iron frame, check action, trichord, price 15 guineas, or 15s. per month." Similar advertisements were also issued in other papers. The plaintiffs contended that these advertisements applied to their pianos of the Class 6 A, and the object of the action was to restrain the continuance of the advertisements. It was proved at the trial that the advertisements had injured the plaintiffs' trade, and also that the defendant began to advertise in this way at a time when he had a piano of the plaintiffs', though not of the class advertised but of the Britannia Model class, in stock, but that he continued to advertise long after this piano had been sold, and when he had no pianos of the plaintiffs' manufacture in stock.

STIRLING, J.—It is obvious that the owner of any property is entitled to dispose of it as he may see fit, and either at a profit or loss, and the motive of the owner so acting cannot be inquired into: *Allen* v. *Flood* (*ante*, p. 149). I further am of opinion that as a general rule any person may sell or offer for sale at any price whatsoever goods of which he is not the owner but which he expects to acquire. Section 5 of the Sale of Goods Act, 1893, expressly provides that "future goods," *i.e.*, goods to be manufactured or acquired by the seller after the making of the contract, may form the subject-matter of a contract. If a seller can contract to sell future goods, he must be at liberty to offer them for sale, and the offer may be made by advertisement or in any other lawful way. Again, he is entitled to make the offer at any price he pleases, whether remunerative or not. In all this, however, I assume that the seller is acting honestly. If what he does is tainted with fraud he may be guilty of an actionable wrong: see *Richardson* v. *Sylvester* (22 W. R. 74, L. R. 9 Q. B. 34). In the present case the plaintiffs in the autumn of 1895 refused to supply the defendant with any of their pianos, and they continued their refusal down to the commencement of this action. The defendant could not, therefore, have obtained directly from the plaintiffs any new pianos, but he might have done so indirectly upon terms which would have enabled him to sell them, not indeed at a profit, but without ruinous loss. If, therefore, the defendant had advertised that he was prepared to supply new pianos of the plaintiffs' manufacture of the Britannia Model class he would have been within his rights. It is said, however, that the advertisements contained two misrepresentations—first, that the pianos to which they related were wrongly described; and secondly, that they were in the defendants' possession at the several dates at which the advertisements appeared. As to the first, I have already said that I do not think that the description was inaccurate. As to the second, on which most stress was laid in argument, this misrepresentation does not, in my judgment, make the advertisement fraudulent; and in order that a misrepresentation may be actionable it must not only be fraudulent but must cause damage to the person complaining of it. Is, then, the damage caused to the plaintiffs by the advertisements attributable to the misrepresentation of fact contained in them? In my opinion this question must be answered in the negative, for an advertisement such as the defendant might legally have issued would have been followed by the same consequences and produced precisely the same damaging results. No decision in support of such an action as the present has been cited. The plaintiffs mainly relied on a passage from the judgment of Lord Bowen in the Court of Appeal in *Mogul Steamship Co.* v. *McGregor* (37 W. R. 756, 23 Q. B. D. 598). I do not think it necessary to inquire whether the view there expressed is in any way limited or qualified by *Allen* v. *Flood*, because, in my opinion, the present case does not fall within those in which damage was caused by misrepresentation within the meaning of Lord Bowen. He probably had in his mind the class of cases of which *Ratcliffe* v. *Evans* (40 W. R. 578; 1892, 2 Q. B. 524) is an example—viz., where the defendant had intentionally published an untrue statement regarding the plaintiff's business, and thereby caused damage to the plaintiff. Here the untrue statement relates to the defendant's own business, and, further, it cannot be said to affect the plaintiffs exclusively. I think, for the reasons already given, that the damage was not caused by the misrepresentation contained in the advertisement, and that the action must be dismissed.—COUNSEL, *Graham Hastings*, Q.C., and *John Cutler*, Q.C.; *Grosvenor Woods*, Q.C., and *Hon. C. Macnaghten*, Q.C. SOLICITORS, *Pritchard, Englefield, & Co.*; *Ralph Raphael*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

DEUTSCHE NATIONAL BANK v. **PAUL.** Stirling, J. 18th and 26th Jan.

PRACTICE—SERVICE OUT OF JURISDICTION—ORDER 11, R. 1 (E. & G).

This was a motion to discharge an order which had been made for service of the writ on the defendant Ebbeke out of the jurisdiction. The writ which had been served was issued by the plaintiffs against two gentlemen named Paul and Farish, who were resident in England, and the defendant Ebbeke, who was resident in Bremen. The writ claimed a declaration that the plaintiffs were entitled to charge for £6,022 6s. 2d., and interest on six policies of assurance, and also asked for foreclosure and further relief. The action arose in the following way: The firm of Messrs. Jellings, Blow, & Co., who carried on business in London, applied to the plaintiffs for a credit by a letter of the 1st of May, 1890, which contained the terms of the credit. On this letter the plaintiffs advanced Messrs. Jellings, Blow, & Co. £6,022 6s. 2d., and the policies in question were deposited with them by way of security for this sum. On the 21st of August, 1894, Messrs. Jellings, Blow, & Co. charged the policies in favour of the defendant Ebbeke, subject to the prior charge. Subsequently by deed of the 14th of December, 1894, the same firm conveyed all their property to a Mr. Jackson as a trustee for the benefit of their creditors. On the 5th of June, 1897, the plaintiffs issued a writ against Jackson and the defendant Ebbeke claiming the same relief as was asked for in the present action. This writ was never served on Ebbeke, but was served on Jackson, and an arrangement was made by which the bank became purchasers of all interest which Jackson had in the policies as trustee, and the equity of redemption, subject to the defendant Ebbeke's claim, was conveyed to the defendants Paul and Farish as trustees for and by the direction of the plaintiffs. That action was then dropped and the writ was issued in the present action against Paul, Farish, and Ebbeke, and leave was obtained for service out of the jurisdiction. This leave was obtained on an affidavit which did not disclose the fact that the defendants Paul and Farish were simply trustees for the plaintiffs.

STIRLING, J.—I assume that under the Judicature Act, 1893, s. 25 (6), the legal right to sue was vested in the defendants Paul and Farish. It is admitted that these defendants are simply trustees for the plaintiffs, and have not refused to become co-plaintiffs in the action. To justify service out of the jurisdiction the case must be brought within ord. 11, r. 1 (see *Re Eager*, 31 W. R. 33, 22 Ch. D. 36; *Re Cliffe*, 43 W. R. 436; 1895, 2 Ch. 21). I will first deal with clause (*e*) of that rule. Now, the object of the writ, so far as specific relief is thereby sought, is to compel the defendant Ebbeke to redeem the plaintiffs by paying off what is due to them, and in default to become absolute owner of the policies. Under the claim for general relief the plaintiffs would also, I apprehend, be entitled to ask, if foreclosure were refused, to have the policies sold and the proceeds applied in payment of their debt. In my opinion an action so framed is not founded on a breach of contract within the meaning of ord. 11, r. 1 (*e*). The plaintiffs' title to a charge may possibly have arisen by reason of a breach of contract, but the action is not founded on any breach of contract whatever, but on the existence of a charge constituting a security for the debt due to the plaintiffs. I think, therefore, that this case does not fall within rule 1 (*e*). Then, coming to rule 1 (*g*), the question is whether the action is properly brought against Paul and Farish. The practice of the court requires that in a foreclosure action all persons interested in the equity of redemption should be parties, and I certainly think that Paul and Farish are proper, if not necessary, parties to this action. But the rule would be satisfied if those gentlemen had been made plaintiffs; and I think that they ought more properly to have been made plaintiffs, in this sense, that any extra costs occasioned by making them defendants might, on a proper application for the purpose, be ordered to be borne by the plaintiffs. Now, Paul and Farish are made parties simply to comply with this rule of practice. No relief is sought and no right claimed to be enforced against them. No reason is given why they should be plaintiffs rather than defendants. If the plaintiffs had taken an assignment to themselves instead of to these defendants the action would not have fallen with ord. 11, r. 1, at all. I do not think it is necessary for me to come to the conclusion that the assignment to them as trustees was a mere device to enable this action to be brought, but in my judgment the action is not properly brought against them within the meaning of the rule. The order for service out of the jurisdiction must therefore be discharged. COUNSEL, *Grosvenor Woods*, Q.C., and *G. P. Lawrence*; *Butcher*, Q.C., and *Kirby*. SOLICITORS, *Druces & Attlee*; *Norton, Rose, & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

MERRY *v.* **POWNALL.** Kekewich, J. 25th Jan.

BANKRUPTCY—VOID LIMITATION IN SETTLEMENT—COSTS OF TRUSTEES OF SETTLEMENT—COSTS OF BENEFICIARIES—UNNECESSARY PARTIES.

A question of costs arose upon the trial of this action. The facts were as follows: The trustee in bankruptcy brought the action claiming a declaration that he was entitled to the life interest of the bankrupt under a voluntary settlement executed by the bankrupt. Originally the trustees of the settlement were made sole defendants to the action, but in consequence of their submitting in their defence that the beneficiaries under the settlement (the bankrupt's wife and infant child, who were entitled under a discretionary trust arising on the settlor's bankruptcy) should be made parties to the action, the plaintiff obtained leave to add them as parties. The plaintiff succeeded in the action. Upon the question of costs the following cases were referred to: *Ex parte Barter* (32 W. R. 809, 26 Ch. D. 510), *Ex parte Russell* (30 W. R. 584, 19 Ch. D. 588), *Re Holden* (36 W. R. 189, 20 Q. B. D. 43), and *Dutton* v. *Thompson* (31 W. R. 596, 23 Ch. D. 278).

KEKEWICH, J.—The plaintiff represents the creditors of the settlor, and those creditors ought not to bear any part of the costs of this litigation further than what the court can make them bear. The plaintiff has succeeded in getting that which the defendants said he should not have. The plaintiff has not incurred excessive costs, he has not asked for anything more in his statement of claim than that to which he was entitled. The defendant trustees said that some of the beneficiaries should be made parties, and that was done. Ought not those beneficiaries, then, to have their costs out of this fund which goes to the creditors? I cannot say that the trustees were wrong in suggesting that the beneficiaries should be made parties. The trustees have a very difficult position to fill. It has been said that I sanctioned the addition of the beneficiaries as parties. I was asked for leave to add them and I gave that leave, but in so doing I did not adjudicate upon the question whether they were necessary or proper parties to the action. The old cases go to show the distinction between unnecessary and improper parties. Now, these defendant beneficiaries were unnecessary; they were not, however, improper, far from it. They were quite proper parties, but being unsuccessful I do not think that they ought to get their costs. Then, I think it is only fair for the trustees to have their costs out of the fund before it is paid over, and I think they ought to have their costs as between solicitor and client.—COUNSEL, *Warrington*, Q.C., *Mulligan*, Q.C., and *C. Gurdon*; *Bramwell Davis*, Q.C., and *C. L. Coote*; *Renshaw*, Q.C., and *A. B. Shaw*. SOLICITORS, *G. L. B. Calcott*; *Woodcock, Ryland, & Parker*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

Re **CASTELL & BROWN (LIM.),** *Ex parte* **UNION BANK OF LONDON.** Romer, J. 26th Jan.

COMPANY—DEBENTURES—PRIORITY—NOTICE—NEGLIGENCE OF FIRST MORTGAGEE IN CUSTODY OF DEEDS.

Adjourned summons. The question in this case was that of priority between two equitable incumbrancers. In 1885 the company issued

debentures to the amount of £28,000, each debenture purporting to charge all the property of the company whatsoever and wheresoever, both present and future, including its uncalled capital for the time being. One of the conditions indorsed was to the effect that the charge was to be a floating security, but so that the company was not to be at liberty to create any mortgage or charge upon its freehold or leasehold hereditaments in priority to the debentures. No legal mortgage of the freehold or leasehold property of the company was ever made to the debenture-holders, and the title deeds remained in the possession and control of the company. The debenture-holders, therefore, were the first equitable incumbrancers in point of date. The second was the Union Bank, who in 1892 had allowed the company an overdraft on their depositing the title deeds of their leasehold property. This overdraft was paid, but in 1895 a further overdraft was allowed, on the company giving a memorandum of equitable charge on the deeds, and undertaking to execute a legal mortgage. The interest on the debentures being in default, the above action was instituted by the debenture-holders, and in July, 1896, the usual judgment was made for the appointment of a receiver and directing inquiries as to the charges and their priorities. In April, 1896, the company passed resolutions for voluntary liquidation, and in June, 1897, an order was made for the continuation of the liquidation under the supervision of the court. In February, 1897, the bank was served with notice of judgment in the action. At that date the overdraft at the bank amounted to some £220. The bank stated that, until served with notice of the judgment, they had not had any notice of the company having issued any debentures, or that it had created any charge upon the property comprised in the deeds deposited with the bank. The company being stated to be insolvent, the bank claimed to have a prior charge for £220 and interest, and to retain the deeds until their debt was paid.

ROMER, J., said the question was one of priority between two equitable incumbrancers. The Union Bank, though subsequent in date, claimed priority, because at the date of its charges it had no notice of the prior debentures. It was settled that where the equities of equitable incumbrances were in other respects equal, the first in time was entitled to priority. The question was whether the bank had not the better equity, and in cases of the kind the possession of the deeds had always been treated as a matter of great importance in determining priority. In his lordship's opinion, however, the observations of Kindersley, V.C., in *Rice* v. *Rice* (2 Drew, at p. 81), and Pearson, J., in *Lloyd's Banking Co.* v. *Jones* (33 W. R. 781, 29 Ch. D., p. 229), on that point, if taken without restriction, went too far, for he did not think that a prior equitable incumbrancer would lose priority where, through no fault of his, the deeds had come into the hands of a subsequent incumbrancer. In the present case there did not seem to have been any negligence on the part of the bank. Finding the deeds in the possession of the company it was reasonable that they should rely on obtaining a charge free from incumbrance. There were no grounds for saying that the bank ought to have assumed that debentures had been issued, any more than there were for saying that a mortgagee who found a mortgagor in possession of deeds shewing him to be owner ought to make inquiries on the footing that he had previously mortgaged. Further, there appeared to be an obvious reason why the company retained possession of the deeds notwithstanding the issue of the debentures. The debentures only gave a floating charge, leaving the company power so long as it was a going concern to deal with its property as absolute owner, and his lordship inferred that it was on this account that the company were allowed to retain possession of the deeds. No doubt there was a restriction that the company was not to be at liberty to create any mortgage or charge upon its freehold and leasehold hereditaments in priority to the debentures, but the debenture-holders could not rely on this restriction as against the bank taking without notice. The case came within the principle acted upon in *Perry Herrick* v. *Attwood* (2 De G. & J. 21) and *Briggs* v. *Jones* (L. R. 10 Eq. 92), which was that if a first mortgagee, even though he had the legal estate, authorized the mortgagor to retain the deeds in order that the mortgagor might thereby, as ostensible owner of the property, be able to deal with it, though only to a limited extent, yet if the mortgagor took advantage of the deeds so left with him to deal with the property to an extent beyond what was authorized, then the mortgagee could not set up his charge as against a purchaser for value without notice who claimed under the unauthorized dealing and relied on the deeds and the apparent ability of the owner to deal with the property free from incumbrances. These cases were between prior legal mortgagees and subsequent equitable incumbrancers, and *a fortiori* the principle applied where the first mortgage was only equitable. In his lordship's opinion, therefore, the bank had a stronger equity and was entitled to priority. His lordship further observed that the conduct of the debenture-holders would seem to come within the cases which have decided, that a first mortgagee, even a legal one, who negligently leaves the deeds in the hands of the mortgagor, is postponed to a subsequent mortgagee who obtains the deeds without notice: *Clarke* v. *Palmer* (21 Ch. D. 125) and *Northern Counties of England Fire Insurance Co.* v. *Whipp* (32 W. R. 626, 26 Ch. D. 482).—COUNSEL, *Farwell*, Q.C., and *E. Ford*; *Neville*, Q.C., and *Gore-Browne*. SOLICITORS, *Pritchard & Sons*; *Campbell, Reeves, & Hooper*.

[Reported by RALEIGH B. PHILLPOTTS, Barrister-at-Law.]

High Court—Queen's Bench Division.

BRUNE *v.* **JAMES**. Div. Court. 21st Jan.

COUNTY COURT—PRACTICE—APPEAL—ACTION IN WHICH THE DEBT OR DAMAGE CLAIMED DOES NOT EXCEED TWENTY POUNDS—INJUNCTION—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 120.

This was an appeal from a county court. The action was brought for trespass and for £2 damages and for an injunction. The learned county court judge gave judgment for the plaintiff with 6d. damages, and granted the injunction prayed. The preliminary point was taken, on behalf of the plaintiff, that no appeal lay, the action being an action of tort where the damages claimed did not exceed £20, and no leave to appeal having been given by the learned county court judge. The County Courts Act, 1888, s. 120, provides: "If any party in any action or matter shall be dissatisfied with the determination or direction of the judge in point of law or equity . . . the party aggrieved by the judgment, direction, decision, or order of the judge may appeal from the same to the High Court . . . ; provided always that there shall be no appeal in any action of contract or tort . . . where the debt or damage claimed does not exceed twenty pounds . . . unless the judge shall think it reasonable and proper that such appeal should be allowed, and grant leave to appeal." It was contended that the injunction was not a separate cause of action, but was only a remedy for the tort, which was the cause of action: *Martin* v. *Bannister* (4 Q. B. D. 491). On behalf of the defendant it was contended that the claim for an injunction was an equitable matter and that section 120 gave a right of appeal in every case of a point in equity, the proviso being limited to common law actions where debt or damages only were claimed. The appeal was only brought against the injunction.

THE COURT (DAY and LAWRANCE, JJ.) disallowed the objection.

DAY, J., said that as the defendant was only appealing against the injunction, and not against the damages, he might proceed with his appeal.—COUNSEL, *Howland Roberts*; *Duke*. SOLICITORS, *Tayer & Horden*, for *W. C. Vallance*, Ottery St. Mary; *Torr & Co.*, for *Every*, Honiton

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

ASHWORTH *v.* **WELLS**. Div. Court. 18th Jan.

COUNTY COURT—SALE OF ORCHID WITH WARRANTY—WARRANTY FALSE—MEASURE OF DAMAGES—COSTS—SALE OF GOODS ACT, 1893 (56 & 57 VICT. c. 71), s. 53 (2).

This was an appeal by the plaintiff from a decision of his Honour Judge Parry, sitting at the county court at Manchester. The facts were these: In 1895 Mr. Wells decided to dispose of his collection of orchids, and instructed Messrs. Protheroe & Morris to sell them. Among the lots was one described as a *Cattleya Acklandiæ Alba*, which the plaintiff purchased for twenty guineas. He cultivated the plant for two years, when it bloomed, and produced, instead of a white, a purple flower. The plaintiff thereupon brought an action to recover damages for breach of warranty, and at the trial several orchid growers were called, and gave evidence to the effect that a white *Cattleya* was such a rare flower that its value would probably be from £60 to £150, but that the orchid in question was merely the common variety of the *Cattleya*, worth some 7s. 6d. The county court judge, while being of opinion that if the orchid in question had in fact been an *Alba* it would have been at the time of sale worth more than £50, held that until the plant had shewn its real nature no orchid grower (on the evidence given by the witnesses called) would have paid more than twenty guineas for it. As the defendant had paid that sum into court, he entered judgment for him with costs. Hence the plaintiff's appeal. For the appellant, counsel contended that on his own findings the county court judge ought to have entered judgment for the plaintiff for £50 with costs; and section 53 (2) of the Sale of Goods Act, 1893, was referred to, and *Randle* v. *Raper* (E. B. & E. 84) and *Peterson* v. *Eyre* (13 C. B. 355) were cited and discussed. The damages ought not to have been confined to the bare value of the plant at the time of sale. If the orchid had been divided and sold to other persons the damages might have been materially increased. The claim was reduced to £50 in order to give the county court jurisdiction to deal with the case. For the defendant it was submitted that the measure of damages awarded by the county court judge was right, and that his judgment ought to be affirmed. The claim for damages above that sum was based on mere speculation. A white *Cattleya* was so rare, if, indeed, it really existed, that the price realized for this supposed specimen was the only standard of what its market value really was. The plaintiff was perfectly satisfied with his purchase until it flowered, and then, although the defendant had offered him his money back and two guineas more, he refused to be satisfied, and claimed excessive damages. Counsel cited, on the measure of damages, *Clare* v. *Maynard* (6 A. & E. 519, but see footnote there to *Cox* v. *Walker*, p. 523) and *Williams* v. *Reynolds* (6 B. & S., 495).

DAY, J., in giving judgment, said that very reluctantly, and not without some hesitation, he had come to the conclusion that the county court judge had erred in the matter of law, and therefore the case must go back to him for a new trial. He was not in a position to say what a white *Cattleya* would be worth if it were discovered; it was impossible to fix the value of a thing which had never been known to exist. In his opinion the plaintiff was entitled to recover, not only the money he had paid for the orchid, but interest on that sum, and something more for the trouble and expense which he had incurred in looking after it for two years. The defendant admitted that he had warranted the orchid to be white, although he had never seen it in bloom, and the warranty was false. If he had been ordered to pay the costs of the action he could not have complained; but because he had paid a sum into court the successful plaintiff had had to suffer the expense of bringing the action. The appeal would be allowed with costs, and the case remitted.

LAWRANCE, J., said he did not disagree with Day, J., in sending the case back, although he thought they had sufficient evidence of value to decide the case themselves. The true measure of damages was not the difference between the auction price realized for the orchid and the price at which it would sell now. The damages ought to be the difference in the value of a defective thing sold with a warranty and the value of the

thing without that defect. Here the evidence was all one way; if the orchid had been what it was warranted to be it would have been worth probably £100, certainly more than £20, and if the county court judge had jurisdiction to give damages exceeding £50 he did not see why the plaintiff's claim should not exceed that figure. It was admitted that the description in the catalogue was a warranty that it was an *Alba*, and that the warranty was not true. Appeal allowed with costs.

Counsel for the appellant asked that the appeal should carry the costs of the action also.

DAY, J., said that the appeal being allowed costs followed as a matter of course. The costs of the action must depend on the result of the new trial. Counsel for the defendant said this was a test action, and therefore of great importance to his client. Unless the county court judge decided against the expression of opinion of that court as to the basis upon which the *quantum* of damages was to be calculated, his client would inevitably have to pay the costs of both trials. He pressed, therefore, for leave to appeal. The court decided that leave to appeal ought to be granted.—COUNSEL, *C. A. Russell*, Q.C., and *Tweedale; Montague Lush*. SOLICITORS, *Chester & Co.*, for *Boddington & Ball*, Manchester; *Grundy, Kershaw, Saxon, & Samson*, Manchester and London.

[Reported by ERSKINE REID, Barrister-at-Law.]

MILLARD v. WASTALL. Div. Court. 20th Jan.

PUBLIC HEALTH—NUISANCE—BLACK SMOKE—NOTICE—WORKS—PUBLIC HEALTH ACT, 1875, s. 94.

This was a case stated by justices. The respondent was summoned under the Public Health Act, 1875, s. 95, for non-compliance with a notice served on him by the local authority under section 94, requiring him to abate a nuisance of black smoke. The preliminary objection was taken to the proceedings that the notice omitted to state what works or things were necessary in order to abate the nuisance. The justices before whom the proceedings were taken thereupon dismissed the summons. Section 94 provides: "On the receipt of any information respecting the existence of a nuisance the local authority shall, if satisfied of the existence of a nuisance, serve a notice on the person by whose act or default or sufferance the nuisance arises or continues . . . requiring him to abate the same within a time to be specified in the notice, and to execute such works and do such things as may be necessary for that purpose.

THE COURT (DAY and LAWRANCE, JJ.) dismissed the appeal. They were of opinion that it was unnecessary for the local authority in their notice to suggest works to be done where the nuisance complained of was a nuisance of black smoke. COUNSEL, *F. Low*. SOLICITORS, *Meredith & Co.*, for *Hubbard*, Ramsgate.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Bankruptcy Cases.

***Re* AN APPLICATION FOR THE ISSUE OF A BANKRUPTCY NOTICE.** C.A. No. 1. 21st Jan.

BANKRUPTCY—SCOTCH JUDGMENT—JURISDICTION TO ISSUE BANKRUPTCY NOTICE IN ENGLAND—JUDGMENTS EXTENSION ACT, 1868 (31 & 32 VICT. c. 54), s. 3—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (g).

This was an appeal from Mr. Registrar Giffard. In this case application for an order to issue a bankruptcy notice was made. Mr. Registrar Giffard had refused to make the order. The application was originally made *ex parte*, when the court, thinking the point was an important one, ordered the other side to be served with notice. The facts of the case shortly are as follows: The applicant obtained a decreet or judgment in Scotland last year for upwards of £1,000 against the debtor. On the 11th of December this was, under section 3 of the Judgments Extension Act, 1868 (31 & 32 Vict. c. 54), registered in England. On the 14th of December the applicant lodged the papers and applied under section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883, for the issue of a bankruptcy notice founded upon the Scotch decreet. The registrar refused to make the order, holding that he was bound by the case of *Re Watson, Ex parte Johnston* (41 W. R. 34; 1893, 1 Q. B. 21). By section 3 of the Judgments Extension Act, 1868, it was provided that where a decreet has been obtained in the Scotch "Court of Session" for the payment of any debt, damages, or expenses, a certificate of an extract thereof registered in the Court of Common Pleas at Westminster shall have the effect of a judgment of that court. Section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883, provides that a debtor commits an act of bankruptcy if a creditor has obtained "final judgment" against him, and has served on him a bankruptcy notice under this Act requiring him to pay the judgment debt, and he does not within seven days after service of the notice either comply with the requirements of the notice or satisfy the court he has a counter-claim, set-off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not set up in the action in which the judgment was obtained. For the applicant it was contended that the effect of registering the Scotch decreet in England was to place it in the same position as a judgment in England, and the applicant was therefore entitled to an order to issue a bankruptcy notice. *Re Watson* must be taken to be overruled by *Re Low, Bland* v. *Low* (38 SOLICITORS' JOURNAL 78; 1894, 1 Ch. 147). If the effect of registering a decreet under the Judgments Extension Act was intended only to apply to executions the Act would have said so. For the debtor it was contended that *Re Watson* was binding on the court.

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., in delivering judgment, said the question here was whether the learned registrar was right in refusing to make an order for the issue of a bankruptcy notice. The registrar had decided rightly. He was bound by the decision of *Re Watson*. That case was quite clear. The learned judge then read section 3 of the Judgments Extension Act, 1868, and section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883. The latter Act did not extend to Scotland, and it was quite clear to him that the words "final judgment" in section 4 only applied to a judgment obtained within the area to which the Act applied, and not to a judgment obtained in Scotland. The applicant, therefore, could not bring himself within that Act. Then it was said on his behalf that he was not confined to that Act but could fall back on the Judgments Extension Act, and it was contended that section 3 gave power to issue a bankruptcy notice. However, it was impossible to read that section without reading section 4 of the Bankruptcy Act of 1883, and in so reading it it was clear that its scope was limited and that it extended "in so far only as relates to execution under this Act."

CHITTY, L.J., in his judgment, said that the words "final judgment" in section 4 of the Bankruptcy Act meant only final judgments in courts having jurisdiction in England. This section cut down the scope of section 3 of the Judgments Extension Act, and limited it only to executions under the Bankruptcy Act. *Re Watson* was a clear authority on this point, and there was no conflict between that case and *Re Low*.

COLLINS, L.J., concurred. Appeal dismissed with costs.—COUNSEL, *F. Cooper Willis* and *C. Tindals Davis; Carrington*. SOLICITORS, *G. M. Folkhard; Hicks, Arnold, & Mosley*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

***Re* PALMER, *Ex parte* BRIMS.** C.A. No. 1. 14th Jan.

BANKRUPTCY—JUDGMENT DEBT—EQUITABLE ASSIGNMENT OF DEBT—RIGHT TO ISSUE BANKRUPTCY NOTICE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (g)—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 1.

This was an appeal from an order made by Mr. Registrar Brougham, setting aside a bankruptcy notice. Sir Charles M. Palmer, the debtor, was in partnership with one Martinez Rivas, a Spaniard. In 1889 this firm entered into a contract for the construction of certain docks in Spain. Whilst this work was being carried out the firm was turned into a Spanish company. Money became due to the contractor, Brims, and he in September, 1892, issued a writ against Palmer & Rivas to recover the sum of £16,273. Judgment in default was signed against Rivas, but Palmer entered an appearance and made a counter-claim; but he subsequently, in November, 1893, allowed judgment to be signed for the amount claimed, part of which he subsequently paid. Palmer then requested Brims to go to Spain and see what money he could obtain from Rivas and the company, it being agreed between Brims and Palmer that any money the former might succeed in obtaining there should not affect the latter's liability to pay the balance. Brims proceeded to Spain, and an arrangement was concluded whereby all the creditors, whether of the old firm or the new company, were to receive bills of the company as security for their debts. In March, 1890, the company gave Brims a bill for £10,866, dated October, 1894, payable two years after date. Just before this bill became due Rivas offered to pay all his creditors seven shillings in the pound, and, Palmer consenting, Brims received that composition. Brims thereupon gave a receipt stating that he had received a certain sum in full for the purchase of all his claims, whether ascertained or unascertained, against the late firm and the company or either of them, and, in consideration of the said payment, Brims undertook, if and when called upon, to execute a due assignment of all his claims, as above, to Martinez Rivas or his nominee. It was stated that Palmer was not aware of the form of this receipt. Brims then served a bankruptcy notice on Palmer in respect of the judgment debt. This notice the registrar set aside on the ground that Brims, by virtue of the document containing the above receipt, had assigned the debt to Rivas. Brims appealed, and the main question for the court was whether Brims was in such a position that he could issue a bankruptcy notice. For the appellant, Brims, it was contended that there had been no assignment, and that even if there had been it was only an equitable assignment, and that therefore he had a right of action against the debtor, and a bankruptcy notice could be issued. The case of *Ex parte Dearle, Re Hastings* (33 W. R. 440, 14 Q. B. D. 184) was cited. For the respondent it was contended that this case was distinguishable from that one. Though the assignment here might only be an equitable one, yet Brims was not the person for the time being who was entitled to enforce the judgment within the meaning of section 1 of the Bankruptcy Act, 1890, and consequently he could not within section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883. Section 1 of the Bankruptcy Act of 1890 provides (*inter alia*) that "any person who is for the time being entitled to enforce a final judgment shall be deemed a creditor who has obtained a final judgment within the meaning of section four of the principal Act" (the Act of 1883).

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., after stating the facts of the case at length, said: I am not going to-day to decide whether there has been an assignment of the judgment debt. It seems to me that Brims is a judgment creditor of the debtor, and he is entitled to issue a bankruptcy notice. In my opinion the judgments in the case of *Ex parte Dearle* shew this. In my judgment he is entitled to do so whether you look at the case under section 4, sub-section 1 (*g*), of the Act of 1883 or under section 1 of the Act of 1890.

CHITTY, L.J., in concurring with the above, said: Sir Charles Palmer is undoubtedly a judgment debtor. Brims is the judgment creditor, and he has a perfect legal right to issue a bankruptcy notice and enforce his judgment. The legal document which has been referred to is at most, in my opinion, an equitable assignment of the judgment debt, and the estate remains vested in Brims. Even assuming it to be a good equitable assignment then Brims would be a trustee, and I cannot say he does not come within section 4, sub-section 1 (*g*), of the Bankruptcy Act of 1883. I am content to rest my judgment on this short statement. Section 1 of the Bankruptcy Act, 1890, does not cut down the rights of Brims under section 4, sub-section 1 (*g*), of the Act of 1883. There is nothing in the words in section 1 of the Act of 1890 to show that Brims, who has obtained judgment and who is trustee of it for another person, in any way has his rights under section 4, sub-section 1 (*g*), of the Act cut down.

COLLINS, L.J.—Agreed. Appeal allowed.—COUNSEL, *Pickford*, Q.C., and *Macintosh*; *Marshall Hall* and *R. E. Moore*. SOLICITORS, *J. E. & H. Scott*; *Baker, Folder, & Upperton*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Solicitors' Cases.

Re S. North, J. 20th Jan.

SOLICITOR—COSTS IN RESPECT OF BUSINESS DONE WHILE UNCERTIFICATED—37 & 38 VICT. c. 68, s. 12.

A solicitor neglected to take out his certificate on the 15th of November, 1896, and during the period before he again obtained a certificate (which he did in March, 1897) did work as a solicitor for the client. A common order for delivery of the bill was obtained by the client. On taxation the taxing-master allowed costs for the work done while the solicitor had no certificate, following *Re Jones* (L. R. 9 Eq. 63). This was an appeal from the taxing-master's decision, and it was said that 37 & 38 Vict. c. 68, s. 12, differed from 6 & 7 Vict. c. 73, s. 26. For the solicitor it was said that the statute only prevented the solicitor from suing, but did not destroy the debt, and that the submission of the client to pay what was due upon taxation was a waiver of the statute. *Kemp* v. *Ward* (70 L. T. 614) and *Re Simmons* (15 Q. B. D. 348) were cited in addition to the cases referred to by North, J.

NORTH, J.—During a period between the 15th of November, 1896, and March, 1897, the solicitor was disqualified by not taking out a certificate. Ought charges in respect of this period to be struck out? *Re Jones* is relied upon, and the taxing-master said it was questionable if he could overrule the case. "I think it is for the court to overrule it and not for me, as it is an express decision upon the point." The question is, if that case has not been rendered inapplicable by the passing of a statute in different language? And I think that the effect of the statute of 1876 is to make the conclusion of the taxing-master wrong, as *Re Jones* was a decision under 6 & 7 Vict. c. 73, s. 26. It was a case in which the client submitted to pay to the solicitor what was due to him. In another case, *Re Hope* (L. R. 7 Ch. 766), in which a plaintiff took successful proceedings, an attempt was made by the defendant, who was ordered to pay costs, to avoid payment upon the ground that during part of the time the plaintiff's solicitor was not duly qualified. It was held, however, under the old law that he could recover. Then section 12 of the Act of 1874 was passed. In a case under that Act (*Fowler* v. *Monmouthshire Railway and Canal Co.*, 4 Q. B. D. 334), where a successful plaintiff recovered costs, the defendant successfully objected to any costs being paid for the time during which the plaintiff's solicitor had no certificate. The summons asks for an order in the common form for a delivery of the bill. Whatever the client has to pay ought to be paid before papers are given up by the solicitor. Something is due to the solicitor for the time during which he acted while duly qualified, and the client has submitted to pay what is due. Reading the 12th section of the Act of 1874 I do not see how any costs whatever can be recovered for the period during which the solicitor was not qualified. The fact that before the Act such costs could be recovered from the opposite party, but that since the Act they could not, shews clearly that an alteration was made by the Act. It would be a curious state of the law if the solicitor could recover such costs from his client, but the client could not recover them from the opposite party. *Re Hope* (L. R. 7 Ch. 766) has not been overruled, but the difference made by the Act of 1876 is pointed out in *Fowler* v. *Monmouthshire Railway and Canal Co.* (4 Q. B. D. 334). During the time the solicitor was not qualified he was not a solicitor at all, and a submission to pay the amount due to him on taxation is not a submission to pay the amount due to him for work done as a solicitor during the time he was not qualified. The client claims his papers, the solicitor claims his costs, but the solicitor is only entitled to receive costs which he can charge. I think that I must decide that the Act of 1874 differs from the former Act, and that the solicitor can recover nothing in respect of costs during his period of disqualification.—COUNSEL, *Rowden*; *Napier*. SOLICITORS, *Gresg & Co.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

J. J. Miller (says the *Albany Law Journal*) proposes to test the question in the courts of whether a railroad corporation is liable for damages by permitting a passenger to snore all night, and thus keep awake all the other passengers. The case grows out of the experience Miller had with Sheriff Bills, who, it is alleged, snored in such tones as to prevent all the other passengers on the west-bound Santa Fe train from sleeping. Miller believes the railroad companies are liable for damages in thus rasping the nerves of the travelling public, and this test case, if he wins, will compel the companies to awaken snoring passengers.

THE LAND TRANSFER ACT, 1897.

REPORT OF THE GENERAL PURPOSES COMMITTEE OF THE LONDON COUNTY COUNCIL.

21st January, 1898.

On the 30th of November a preliminary report was made to the Council on the Land Transfer Act, 1897, and in accordance with the intimation contained therein, we are now in a position to report more fully on the subject. Before dealing in detail with the Act of 1897, it may perhaps be well to refer to previous legislation in connection with the registration of titles to land—viz., (*a*) The Middlesex Registry Act (7 Anne, c. 20); (*b*) The Land Registry Act, 1862; (*c*) The Land Transfer Act, 1875.

(*a*) *The Middlesex Registry Act.*] The register established under this Act is not a register of title, but a register of deeds and wills affecting land. It does not apply to the City of London or to Serjeants' Inn, the Inns of Court, or the Inns of Chancery. With these exceptions, it applies to the whole administrative county of London north of the Thames, which formerly formed part of the county of Middlesex. Under it prior registration by a purchaser or mortgagee for valuable consideration might give a better title to the land than a person would have, claiming under a deed of earlier date if he had delayed to register his deed, or had not registered it at all.

(*b*) *The Land Registry Act*, 1862.] This Act applied to England only. It provided for the registration of titles as indefeasible—that is, as good against the whole world; and the examination of the title was therefore necessarily severe and carried back a long way (it is believed sixty years) before registration of a title under it as indefeasible could be obtained. Registration under this Act was put an end to by section 125 of the Act of 1875, and, under section 126 of that Act some titles registered under the Act of 1862 have been registered under the Act of 1875. The Act of 1862 has ceased to have any operation except as to titles remaining registered under it and the dealings with the properties so registered.

(*c*) *The Land Transfer Act*, 1875.—This Act applies to England and Wales. It enables titles to be registered as absolute, qualified, or possessory only. It applies to freehold and leasehold land, but not to copyhold land. First registration under this Act of a person as proprietor of freehold land with an *absolute* title vests in such person (section 7) the fee simple, subject (*a*) to any incumbrances entered on the register, and (*b*) subject, unless the contrary is expressed on the register, to such liabilities, rights, and interests as are by the Act declared not to be incumbrances, such as (section 18) succession and estate duty, tithes, land tax, rights of common way, water, and other easements and leases, and tenancies not exceeding 21 years where there is occupation under such tenancies, and rights to the mines and minerals, and (*c*) also subject, where the first proprietor is not entitled for his own benefit as between himself and persons claiming under him, to any unregistered estates, rights, interests, or equities of such persons. First registration of a person as proprietor of freehold land, with a *qualified* title, has (section 9) the same effect as registration with an absolute title, except that it does not affect or prejudice the enforcement of any estate right or interest excepted on the register. This species of registration is made only where a person has applied to be registered with an absolute title, but the registrar considers that the title can only be established for a limited period or subject to reservations. This appears to rest entirely with the registrar, and it follows that a person who believes he has an absolute title, and applies to be registered accordingly, may, though in the ordinary way he might have no difficulty in selling under proper conditions as an absolute owner, have a slur cast on his title by being registered, without his consent, as a proprietor with a qualified title only. An applicant cannot (section 6) be registered as proprietor with an absolute title until his title is shewn to and approved by the registrar. First registration of a person as proprietor of freehold land, with a *possessory* title only, does not (section 8) affect or prejudice the enforcement of any estate right or interest adverse to or in derogation of the title of such proprietor, and subsisting or capable of arising at the time of registration, but, save as aforesaid (which practically amounts to subject to anyone else having a better title), has the same effect as registration with an absolute title. An applicant may be registered as proprietor, with a possessory title only, on giving (section 6) such evidence and serving such notices as may be prescribed. Under the present rules this seems to amount only to making a statutory declaration that he is entitled to the fee simple and producing his last document of title, if any. It is manifest, therefore, that no one can safely purchase from a person whose title is registered only as possessory, without insisting on an investigation of the title to as full an extent as would be required if he were not registered at all, at any rate until so long after the registration that by lapse of time the defect has been cured or modified. In the absence of conditions in a contract for sale and purchase of freehold land limiting the title to be shewn, a purchaser is entitled to a forty years' title. As a rule, where the council is buying under compulsory powers, it declines to allow limitations on the title to be shewn to be inserted in the contract fixing the price, and a forty years' title is generally asked for and commonly obtained, though a shorter title has to be taken in some cases where there is difficulty in obtaining a full forty years' title, and it is considered that a shorter title may safely be taken. In purchases under the Housing of the Working Classes Act, 1890, a twenty years' title, or even a shorter title commencing with a conveyance on sale, only is required in the first instance, because the Act so provides (probably with a view to economy) in this class of cases, and the earlier title is called for only where the abstract of this short title discloses matters which appear to make this necessary for safety. The investigation of title by the Conveyancing Department of the Council is no doubt strict, and the fact that the Council in selling their superfluous lands acquired

under compulsory powers shews no title to a purchaser renders it more imperative that it should be strict. It is chiefly because the investigation of title by the Conveyancing Department is believed, outside the office, to be strictly and carefully conducted, that the Council is able, without depreciating its property, to sell it without shewing any title. With regard to the registration of title to leasehold land, the provisions of the Act of 1875 are of a similar nature, having regard to the difference of tenure, to those with respect to freehold land, except that a possessory title cannot be registered. Where the title is registered under the Act of 1875, registration of deeds relating to it in the Middlesex Registry is now unnecessary. From a return presented to the House of Commons on the 3rd of September, 1895, and extending over the whole period the Acts had been in force down to the 31st of December, 1894, it appears that—(*a*) Under the Act of 1862, out of the whole of England, 411 titles only were registered, and of these fifteen were subsequently withdrawn from the register, and 237 transferred to the register under the Act of 1875, leaving apparently 159 only of the original titles registered under the Act of 1862 remaining on the register under that Act. Of course the number of separate titles now appearing on that register may by sub-division have become much greater; (*b*) under the Act of 1875, out of the whole of England and Wales, 299 titles only were registered. This of course does not include the titles originally registered under the Act of 1862, and transferred to the register under the Act of 1875. From the same return it appears that the number of deeds registered in the Middlesex Registry during the three years 1892, 1893, 1894, averaged 39,078 annually. It is not possible to estimate what proportion of this number represented conveyances on sale, or in what proportion the conveyances on sale were divided between freehold and leasehold properties.

The new Act of 1897.—Whereas under the Acts of 1862 and 1875 registration of title was voluntary, under the new Act *compulsory* registration is now as an experiment to be tried in some one county or part of a county. The other main feature of the Act is that an insurance fund is to be established for compensating persons who may suffer loss by reason of an error or omission in the register not capable of rectification. Under section 20 of the Act of 1897 power is given to Her Majesty by Order in Council to declare, as respects any county or part of a county that, after a specified day, registration of title to land is to be compulsory on sale, and thereupon a person shall not under any conveyance on sale executed on or after the day specified acquire the legal estate in any freehold land in that county or part of a county unless or until he is registered as proprietor of the land. Six months before any order is made notice is to be given to the council of the county affected. A draft of the proposed order with the name of a place within, or conveniently near, the county where a district registry office will be established is to accompany the notice and to be published in the *Gazette*. If within three months after receipt of the draft the county council, at a meeting specially called for the purpose, at which two-thirds of the whole number of members shall be present, resolve, and communicate to the Privy Council their resolution, that in their opinion compulsory registration of title would not be desirable in their county, the order is not to be made. An order when made must within 30 days from its date, if Parliament be then sitting, or within 20 days of the commencement of the next session if Parliament be not sitting, be laid on the table of both Houses of Parliament, and if, within 40 days of any order being so laid, an address in either House disapproving of such order be carried, such order is to be void. Any order is to be made with due regard to the utilization of any land registry existing in the county in which compulsory registration is to be applied, or in any adjoining county. Compulsion, however, is not to be extended by any further Order in Council to any other county or part of a county for three years after the first order, and then only, in the case of each county, if the county council of that county, pursuant to a resolution passed at a meeting at which two-thirds of the whole number of members are present, signifies its desire that it shall be. As stated in the report to the Council on the 30th of November, the following notice and draft order have been received from the Privy Council Office—

Privy Council Office, Whitehall, 19th November, 1897.

Sir,—I am directed by the Lord President of the Council to give notice to the County Council of London, pursuant to section 20, sub-section (5), of the Land Transfer Act, 1897, that it is proposed to make an order under that section applying part 3 of the Act to the county of London.

A draft of the proposed order is enclosed herewith, and it is intended that the existing Land Registry in Lincoln's-inn-fields shall be the place where the registry shall be established, together with such other places as may be thought proper, having regard to the convenience of the districts to be affected by the order.

The Lord President will be glad to receive and consider any suggestions which may be made by the County Council as to the final form of the proposed order.

A draft of proposed rules under the Act is in preparation; information on the subject can be obtained at the Land Registry, Lincoln's-inn-fields, and any suggestions as to the rules which the County Council may desire to offer will be forwarded by the Lord President for the consideration of the Lord Chancellor and the other statutory authorities in relation to such rules.—I am, Sir, your obedient servant, (Signed) C. L. Peel.

The Clerk to the London County Council, Spring-gardens.

Draft Order.

At the Court at
the day of , 189 .

Present—The Queen's Most Excellent Majesty in Council.

Pursuant to the twentieth section of the Land Transfer Act, 1897, Her Majesty, by and with the advice of Her Most Honourable Privy Council, is pleased to order and declare, and it is hereby ordered and declared as follows—

As respects the County of London, on and after the First day of July, 1898, registration of title to land is to be compulsory on sale.

This order may be amended or added to or repealed by Order in Council.

Although the 1st of January was the date fixed for the Act to come into operation, the above notice was given before that date, presumably under section 37 of the Interpretation Act, 1889, which authorizes the giving, at any time after the passing of an Act, of all notices necessary or expedient to be given to bring such an Act into operation, unless the contrary intention appears therein. Assuming that that section applies to the Land Transfer Act, the notice having been given on the 19th of November, the three months during which the Council has the power of exercising its veto will expire on the 19th of February. As stated in our previous report a communication has been addressed to the City Corporation and other bodies, asking them, should they desire to do so, to state their views on the question of the Act being applied to London. Communications were addressed to the following bodies—City Corporation, vestries and district boards, seventeen railway companies, Incorporated Law Society, Institute of Bankers, Surveyors' Institution, Auctioneers' Institute, School Board for London, Ecclesiastical Commissioners, Building Societies' Association, Bridewell Royal Hospital, Lord Portman.

The replies received are tabulated below. The following bodies have on their own initiative sent in petitions and letters: Birkbeck Freehold Land Society, British Land Co., Chelsea Permanent Building Society, Kensington Permanent Benefit Building Society, London Permanent Benefit Building Society, Property and Estates Co. (Limited), Royal Benefit Building Society, Union of House and Land Investors (Limited). From the following tabulated statement of the communications received it will be seen that 13 are in favour of the Act being applied to London or part of London, and that 44 are against:

In favour of the Act being applied to London.	Against the Act being applied to London.
(i.) *Vestries and District Boards.*	
Vestry of Battersea.	Vestry of Chelsea.
,, Camberwell.	,, Clerkenwell.
,, Hampstead.	,, Fulham.
,, Shoreditch.	,, Hammersmith.
,, St. George, Hanover-square.	,, Islington.
Vestry of St. George-the-Martyr.	,, Kensington.
,, St. George-in-the-East.	,, Lambeth.
,, St. Luke.	,, Paddington.
,, St. Pancras.	,, Plumstead.
Greenwich District Board.	,, Rotherhithe.
Limehouse District Board.	,, St. James, Westminster.
St. Olave's District Board.	,, St. Margaret and St. John, Westminster.
	Vestry of St. Marylebone.
	,, Stoke Newington.
	Holborn District Board.
	Lee District Board.
	St. Giles District Board.
	St. Saviour's District Board.
	Strand District Board.
	Wandsworth District Board.
	Whitechapel District Board.
(ii.) *Other bodies.*	
	Great Central Railway Company.
	Great Western Railway Company.
	London and North-Western Railway Company.
	London and South-Western Railway Company.
	London, Brighton, and South Coast Railway Company.
	London, Tilbury, and Southend Railway Company.
	Metropolitan District Railway Company.
	Midland Railway Company.
	Auctioneers' Institute.
	Ecclesiastical Commissioners.
	Building Societies' Association.
	Institute of Bankers.
	Incorporated Law Society.
	Lord Portman.
Mr. Benjamin G. Lake (in favour of an order being made affecting so much of the county as lies within the geographical County of Middlesex).	Birkbeck Freehold Land Society.
	British Land Company.
	Chelsea Permanent Building Society.
	Kensington Permanent Benefit Building Society.
	London Permanent Benefit Building Society.
	Property and Estates Company (Limited).
	Royal Benefit Building Society.
	Union of House and Land Investors (Limited).
	Mr. J. S. Rubinstein.

The following have stated that they have no desire to express an opinion on the subject: West London Extension Railway Co., Bridewell Royal Hospital, Surveyors' Institution, Vestry of St. Martin-in-the-Fields. Two only of the vestries and district boards which are in favour of the application of the Act to London have given reasons for their decisions. They are as follows:

(1.) Compulsory registration will act as a great safeguard, will make more easy and economical the transfer of land and property, and will also lessen the possibility of forged mortgages.

(2.) Vast number of properties which would be affected, and the immense value, complexity, and importance of the interests involved.

The following are shortly the chief reasons urged against the application of the Act to London:

(A) *By vestries and district boards*—

1. Large number of properties which would be affected and the value, complexity, and importance of the interests involved.
2. Compulsory registration would seriously add to the difficulty, expense, and delay of buying, selling, or mortgaging property.
3. Registration whilst optional has met with but little favour, and has involved great expense and delay.
4. If the Act should first be applied to a *part* of London, and failure ensue, considerable confusion would arise from one part of the country being dealt with differently to the rest.

(B) *By Railway Companies*—

The railway companies from whom replies have been received appear to be satisfied with the existing law, and to see no necessity for compulsory registration, "which to railway companies using compulsory powers would be an inconvenience and trouble rather than otherwise." The companies are of opinion that if the experiment of compulsory registration is to be tried it should be restricted to as small an area as possible. It is pointed out that the position of a railway company is somewhat exceptional, as the bulk of their property is bought to hold permanently. Additional expense is also given as a reason.

(C) *By Auctioneers' Institute*—

1. Act should first be applied to a county in which the dealings with land are less vast.
2. If applied to London at all, the Act should only apply to so much of one or other of the counties of Essex, Surrey, and Kent as lies within the county of London, so as to leave undisturbed the Middlesex Registry.

(D) *Building Societies' Association*—

The great number of properties which would be affected and the immense value, complexity, and importance of the interests involved.

In addition to this reason, the eight building and land societies from whom, as mentioned above, petitions and letters have been received, urge the following—

1. The present system of land transfer by deed has worked well, and has many advantages over compulsory registration.
2. The existing land registry has failed to attract, and has been a cause of delay and expense in transactions there registered.
3. Compulsory resort to a Government office for carrying out private business transactions is undesirable.
4. Attention is called to a Bill introduced into the House of Lords, by Lord Davey, last session and read a second time, which it is understood will be re-introduced next session, and from any benefits which might arise therefrom London will be excluded if the Land Transfer Act is applied to that county.
5. A qualified certificate, which would cover both serious and trivial defects of title, could not fail to depreciate the value of the property to which it referred.
6. The Birkbeck Freehold Land Society and the British Land Co. (Limited) among other reasons point out that the vast number of transactions in the sale and purchase of property in the county of London could hardly fail to overwhelm the powers of a newly-started organization, and for that reason alone a smaller area for the initial trial should be selected.

(E) *Ecclesiastical Commissioners*—

1. Expense.
2. Delay.
3. Purchasers will practically be precluded from accepting a marketable, although not perfect, title without considerable risk of having the title registered with some detrimental qualification.
4. Compulsory registration would probably impede the operation of many of the statutes administered by the Commissioners.
5. Act should first be applied to a more restricted area, and one presenting fewer difficulties than London.

(F) *Incorporated Law Society*—

1. Volume and importance of the conveyancing business in London.
2. Uncertainty and error which would arise in that portion of Middlesex within the county of London owing to the existence of a dual system of registration—viz., registration of deeds and the compulsory registration of title.
3. If compulsory registration is applied under clause 6 (*g*) to leaseholds the result will be that compulsory registration will apply to all dealings with the leasehold title but not to dealings with the freehold, provided it remains unsold; and that if the system be not applied to leaseholds the reverse will happen.

(G) *Institute of Bankers*—

As compulsory registration is admittedly an experiment and one as to which there is considerable difference of opinion, the experiment should not be made in so large an area as London.

The draft order making registration of title to land compulsory on sale, affects the county of London—*i.e.*, the whole county. The draft order states, however, that "this order may be amended or added to or repealed by Order in Council." In the letter from the Privy Council it is stated that "the Lord President will be glad to receive and consider any suggestions which may be made by the County Council as to the final form of the proposed order." The questions for the decision of the Council are therefore (1) whether the Council should by resolution veto the application of the Act to London; or (2) whether the Act should be applied to the county of London, and, if so, whether it should be applied to the whole or only to part of the county. As the result of further communication with the Privy Council the following letter has been received—

Privy Council Office, Whitehall, 18th January, 1898.

Sir,—I am directed by the Lord President of the Council to acknowledge the receipt of your letter of the 17th inst., with reference to the draft of a proposed Order in Council for applying Part III. of the Land Transfer Act, 1897, to the county of London. In reply, I am to state for the information of the London County Council that the form which the final Order in Council, for giving effect to the compulsory clauses of the Land Transfer Act, 1897, will take, will no doubt be settled with due regard to any suggestions which may be received from the County Council. But the intention at present is that the Order shall be made to take effect progressively according to a division of the county into convenient areas not less than four in number. The first area comprising one-fourth or less of the county would be selected with a view to the utilization of the existing offices in Lincoln's-inn-fields as the Land Registry of the district. This method of carrying the Order into effect will have the advantage of not throwing immediately a very heavy burden on the registry, and will also afford such an opportunity as the County Council appear to desire of estimating the value of the work as it proceeds, and of watching generally the progress of the Act. I am to add that any representations which their experience of the Act might lead the County Council to make, would undoubtedly receive careful consideration.—I am, Sir, your obedient servant, C. L. Peel.

The Clerk of the London County Council, Spring-gardens, S.W.

Having regard to the above letter, we are not prepared to recommend the Council to veto the application of the Act to London, but in order that members of the Council may have an opportunity of discussing the matter, we think that a date should be fixed for a special meeting in accordance with section 20 (6) of the Act, and we therefore recommend—

That the meeting of the Council of the 15th February, 1898, be a meeting specially called for the purpose of considering the question of the application of the Land Transfer Act, 1897, to London.

R. Melvill Beachcroft, Chairman.

At the meeting of the Council held on Tuesday, the above recommendation was adopted, and, on the motion of Mr. Organ, seconded by Mr. Radford, it was agreed that a copy of the report should be forwarded to the Land Registry for observations, and that a copy of those observations should be put on the agenda for the special meeting.

LAW STUDENTS' JOURNAL.

HASTINGS AND ST. LEONARDS' LAW STUDENTS' SOCIETY.

The Lord Chief Justice on Legal Education.

The Lord Chief Justice took the chair on the 21st inst. at the third annual dinner of this society.

Lord Russell, in proposing the toast of the evening, glanced at the subjects debated by the society, and incidentally remarked that he could not see why in counties as well as in towns the quarter sessions should not always have a trained legal president. His lordship proceeded as follows: It will be seen that these questions which you have discussed are ingenious and might afford opportunities for the play of sharp wit. But after all they are within a very narrow area. One cannot forget what Edmund Burke once said about the law, that there was no profession which had so great an influence in sharpening the wit of man, but none which had a greater tendency to narrow the intellect unless it was counterbalanced by some other study. Therefore I would advise the society to widen the area of its discussion. I suggest that the proper mode of doing so would be by inviting papers upon, say, some branch of the law, or if you like upon the arrangement of the judiciary, or upon anything wider than a technical point. In a great community such as you have here, it might be worth considering whether the membership of persons other than those interested in the practice of the law ought not to be sought by the association. There are people who are inclined to say that these debating societies serve no useful purpose. In that opinion I don't at all agree. The uses of such bodies I conceive to be these—that they create in the minds of ambitious youths a desire to take part in discussions, and with that view to set upon an inquiry in a field of information which otherwise they might never have travelled. To my mind, the first use of a society like this is its social use, its bringing together of young men to rub off the sharp edges of their peculiarities and prejudices, and creating among them a standard of opinion which is useful to each and to all. The next use of a society is that it prompts a desire of information. I place only in the third rank that which I see often placed erroneously in the first—namely, facility of speech. On that subject a great deal of heterodox opinion prevails. I do not at all underrate the importance of clear, direct, incisive speech. Clearness above all things, with incisiveness and directness next, are qualities which stand by any man who

has to use his tongue. But while I have known hundreds of men who could, with facility and elegance, not to say glibness, say nothing, I have never known a man who had anything worth saying, who was not in command of adequate language to say it. Therefore the central idea that I want to impress on young men in these societies is not to get up for the sake of talking, but to keep their seats unless they have something to say. These associations and others are but branches of our system of legal education, and I have never lost a legitimate opportunity of explaining my view that the state of legal education in this country, whether for what is called the higher or what is called the lower branch of the profession is not what it ought to be. I was asked by the present Master of the Rolls, one of the most admirable judges that ever adorned the English Bench—to preside in 1895 at a meeting of the body charged in connection with the Inns of Court with the legal education of students for the Bar. On that occasion, while giving credit to that body for their efforts, I said, as I say now, that our legal education is absolutely unworthy of the community and of our great profession. It is a strange thing that the faculty of the law, the profession of the law, is less esteemed and holds in this country a less exalted position than in any other country of Europe, and one much below that which it holds in the United States. I do not think that any new scheme of legal education of this country will be successful until we have a great school of law, for which London would be an admirable centre; or a great faculty of law in a teaching University for London which should be in some respects under the control of the Inns of Court. This is true as regards both branches of the profession. I don't mean to say with reference to either that there are not adequate means of learning the ordinary hum-drum work respectably. That is learnt by solicitors as articled clerks practising in their employers' offices. As far as young barristers are concerned it is learnt in the chambers of counsel. But I am looking for something broader, higher, wider than anything of that kind. I am looking for a state of things that would produce in time what this country lacks—a professional class of lawyers, a body of jurisconsults, who would be looked up to by foreigners as well as by ourselves, as we look up to the great writers on law that belong to other lands—men who write not merely for their own day or for some particular object, but for the sake of the science, and to elevate the views of those who profess that science. I am very glad to see that a scheme for the establishment of a Teaching University for London is now being widely discussed. I hope that both branches of our profession will help forward that object, and will take their share in establishing in connection with it a great legal faculty properly supported by the Inns of Court and by other public institutions, which may fairly be expected to contribute to such a great national object. If the movement is carried out in the way I hope for, we shall have in London—the place of all places in the world best for such an institution—a university where not only the youth of this land, but the youth of all lands may learn the profession of the law. In the great Empire of which England forms so important a part twenty different systems of law are administered. In some places there is French law, with modifications; in others, Hindoo and Mohammedan law, with modifications; in others, again, Dutch law; in some places Spanish law, and in Scotland to this day Roman law to a large extent. Therefore, if ever there was a country which required such a school of law as I have described, this country requires it. If ever there was a place affording an adequate site for such a school, surely London affords it. I feel strongly on this subject for its own sake, and for the intrinsic needs and merits of the question. I confess also that from my standpoint as a member of the bar I take another and a strong view in relation to it. It is this—members of the bar possess to-day many privileges, they have exclusive audience in the High Court, they have pre-audience in other courts, and there are many posts for which a barrister of seven years' standing is eligible, and for which no member of any other profession is eligible. A barrister of seven years' standing may be made almost anything short of an Archbishop. But this world is an inquiring world. This age is an inquiring age. Every institution and every privilege is rightly brought to the test of experience and utility, and I want to know how the Bar of England can maintain these exclusive rights and privileges unless its members are able to show that they possess exclusive merits and exclusive attainments. But this is by the way. The observations I am addressing to you cover this position, that the profession of the law is as high as any, that the proper administration of the law is perhaps the greatest and highest permanent interest in any community, and that it behoves all concerned in the law to do what they can to make its professors worthy of the great system they seek to administer.

The toast having been duly honoured, Mr. Cochran, in responding, said the society had more members than ever before. At the instance of Mr. J. F. J. Rawlinson, Q.C., the toast of the President's health was drunk with great cordiality.

CALLS TO THE BAR.

The following gentlemen were called to the Bar on Wednesday:—

Lincoln's Inn.—Andrew Henry Withers, LL.B., London University; Gokal Chand Badhwar, B.A., LL.B., Christ's College, Cambridge; Alfred Loosemore, Brasenose College, Oxford; Tribhovandas Manekchand Doshi, B.A., Sidney Sussex College, Cambridge; Frederick Richard Finch, Balliol College, Oxford; Charles John Astbury, Brasenose College, Oxford; Raghoonath Mahadewa Doye, Ahmed Hassen, Paul Peter Pillai, William Victor Degazon, Walter Strachan, and Pandit Bishen Lal Kaul.

Inner Temple.—Henry Sulivan Hartnoll, Oxford; Godfrey Rathbone Benson, M.A., Oxford; Theodore Byrom Hope, B.A., Cambridge; John Cyril Bouverie Luxmoore, B.A., Cambridge; Nalina Kanta Banerjee; Foster MacMahon Mahon, Oxford; Strivalinga Chanbasappa Hosali, Oxford; Robert Stephen Vere O'Brien, B.A., LL.B., Cambridge; Syed Hasan, Cambridge; Frederick Thomas Henry Henlé, B.A., Oxford; Acheson Fitz Gerald Henderson, B.A., Cambridge; Lascelles Atkinson Lucas, B.A., Cambridge; the Hon. Anthony Morten Henley, B.A., Oxford; Harry Barnston, B.A., Oxford; Maurice Mills Baker, M.A., Oxford; Herbert Churchill Wrigley Grimshaw, B.A., Dublin; William North Symonds, B.A., Cambridge; Robert Anstruther Bullock Marsham, B.A., Oxford; John Hall Barron, B.A., Oxford; Raymund Cecil Edward Allen, M.A., Cambridge; George Campbell Deane, B.A., Oxford; Percy Merceron Burton, B.A., Cambridge; Thurlow Richardson Ubsdell, B.A., bridge; and Nicolas Patrick Augustus Murphy.

Middle Temple.—George Turner, M.A., St. Catherine's College, Cambridge; Gwyn Morris, LL.B., London University and University of Wales; Sheikh Ahmed Hussian Khan; Deep Narayan Singh; Willie Jack Trevor Turton, B.A., Cambridge; Manilal Motichand Doshi, B.A., Sidney Sussex College, Cambridge; Charles Henry Edwards, B.A., Oxford; Gerald Philbrick Walker, B.A., Trinity Hall, Cambridge; George Percy Warner Terry; Ernest Wrigly Perkins; George Francis Wentworth Luke Dillon; Charles Alan Henry, B.A.; Frank Walter Raffety; George Addison-Smith, Advocate of the Scotch Bar; William Henry Owen, LL.B., London University.

Gray's Inn.—Hemanta Kumar Mullick, Thomas Josiah Thompson (Durham University), Ali Akbar Hussanally, Robert Alfred Leach, Edwin Austin Sydney Charles Nichols Goodman, B.A. (London University), and Ernest Lewis Hopkins.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY IN THE YEAR 1897.

Special Prizes Open to All Candidates.

Scott Scholarship.—Edgar Nathan Richard Kahn being, in the opinion of the Council, the candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the scholarship founded by Mr. James Scott, of Lincoln's-inn-fields. Mr. Kahn served his clerkship with Mr. William Moore Shirreff, of London, and obtained the prize of the Honourable Society of Clement's Inn, the Daniel Reardon Prize, and the John Mackrell Prize at the Honours Examination held in April, 1897.

Broderip Prize.—Edgar Nathan Richard Kahn being first in order of merit, and having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, passed a satisfactory examination, and attained honorary distinction, the Council have also awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn.

Local Prizes.

Timpron Martin Prize for Candidates from Liverpool.—Percy James Taylor, from among the candidates from Liverpool, having passed the best examination, and attained honorary distinction, the Council have awarded to him the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool. Mr. Taylor served his clerkship with Messrs. J. B. Wilson, Dean, & McMaster, of Liverpool, and obtained a First Class certificate and prize of the Incorporated Law Society at the Honours Examination held in June, 1897.

Atkinson Prize for Candidates from Liverpool or Preston.—Percy James Taylor, from among the candidates from Liverpool or Preston, having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have also awarded to him the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool.

Birmingham Law Society's Gold Medal.—The examiners reported that there was no one qualified to take this prize.

Birmingham Law Society's Bronze Medal.—John William Cocks being first in order of merit among the candidates who are articled to members of the Birmingham Law Society, and attained honorary distinction, the Council have awarded to him the bronze medal of the Birmingham Law Society. Mr. Cocks served his clerkship with Mr. Henry John Osborne, of Shifnal and Birmingham, and Messrs. Robins, Hay, Waters, & Hay, of London, and obtained a Second Class certificate at the Honours Examination held in June, 1897.

Stephen Heelis Prize for Candidates from Manchester or Salford.—Percy Hibbert, from among the candidates from Manchester or Salford, having passed the best examination, and attained honorary distinction, the Council have awarded to him the prize, consisting of a gold medal, founded in memory of the late Mr. Stephen Heelis, of Manchester. Mr. Hibbert served his clerkship with Mr. John Dendy, of the firm of Messrs. Dendy & Paterson, of Manchester, and obtained a Second Class certificate at the Honours Examination in June, 1897.

The Mellersh Prize.—Henry Cane, from among candidates who have been articled in the counties of Surrey or Sussex, or who are the sons of solicitors who have resided or practised in either of those counties, having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming. Mr. Cane served his clerkship with Mr. John Colbatch Clark, of the firm of Messrs. Colbatch Clark & Son, of Brighton, and obtained a Third Class certificate at the Honours Examination held in November, 1897.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Jan. 25—Chairman, Mr. Neville Tebbutt.—The subject for debate was: "That the law as laid down in *Allen* v. *Flood* requires amendment (see *Times* newspaper of the 15th of December, 1897)." Mr. Horace E. Miller opened in the affirmative;

Mr. Haseldine Jones opened in the negative. The following members also spoke: Messrs. J. H. Bate, G. H. Daniell, Dr. Herbert-Smith, Dr. Archer White, Messrs. Archibald Hair, Arthur E. Clarke, A. W. Sells, and J. F. Walker. The motion was lost by the casting vote of the chairman.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDERS OF COURT.

Thursday, the 20th day of January, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice Romer (1897—U.—No. 632).

In re The United Empire Trading Company Limited.
Frederick William Croome v The United Empire Trading Company Limited.
HALSBURY, C.

Thursday, the 20th day of January, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice North (1896—R.—No. 1,364).

James William Richardson (on behalf of himself and all other the shareholders in the Defendant Company other than the Defendants) v Thomas Edward Brinsmead and Sons Limited, Thomas Edward Brinsmead, Edward George Stanley Brinsmead, Sidney Walter Brinsmead, Jacob Bradford, E—— H—— Lomax, Edwin Ballantyne, and Joseph Henry Davis.

Mr. Justice North—(1897—J.—No. 2,162).

In re International Fibre Chamois Company Limited.
The American Fibre Chamois Company v The International Fibre Chamois Company Limited.

Mr. Justice Romer—(1898—B.—No. 135).

In re British Cycle Manufacturing Company Limited.
The Share and Debenture Discount Company Limited v The British Cycle Manufacturing Company Limited.
HALSBURY, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. HARRY MEAR, solicitor, of 2, Old Serjeants'-inn, London, has been appointed a Commissioner of the High Court of Judicature at Fort William, in Bengal, to take affidavits, or solemn affirmations, or declarations in all suits, matters, and proceedings in the said court now pending, or which may hereafter be pending therein, and also to take the acknowledgments under Act 31 of 1854 of the Governor-General of India in Council or any other law now in force of married women in respect of property in India.

Mr. LEWIS COWARD, barrister, Recorder of Folkestone, has been elected Treasurer of the Honourable Society of Gray's-inn for the ensuing year, in succession to Mr. Mattinson, Q.C., whose term of office will expire on the 18th of April next.

Mr. A. W. TIMBRELL, solicitor (of the firm of Timbrell & Deighton), of 44, King William-street, E.C., has been elected Chairman of the Law and City Courts Committee of the Corporation of London.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JOSEPH PARRY-JONES, PHILIP HENRY MINSHALL, WILLIAM WESLEY WOOSNAM, and WILLIAM SMITH, solicitors (Minshall & Co), 27, Chancery-lane, London. So far as regards the said Joseph Parry-Jones and Philip Henry Minshall, who retire from the said firm as from the 31st day of December, 1897. The said practice will in future be carried on by the said William Wesley Woosnam and William Smith under the style of Woosnam & Smith.

JOHN BATH ALLANSON and ARTHUR GEORGE CARRUTHERS, solicitors (Turner, Allanson, & Carruthers), Carnarvon. Jan. 18.
[*Gazette*, Jan. 21.

GENERAL.

The Master of the Rolls has been absent from Court during the last few days on account of a cold. He is expected back very shortly.

The Lord Chancellor will dine with the members of the Hardwicke Society, on Monday, February 21, at the Westminster Palace Hotel, and not on February 17, as previously announced.

The memorial service for the late Mr. Edgar Jenkins, of Doctors' Commons, took place on Saturday afternoon at the church of All Saints', Norfolk-square. There was a large congregation.

Wednesday's list of calls to the bar, says the *Daily News*, reveals the statistical fact of the growing disinclination on the part of lawyers to bring up their sons to be counsel "learned in the law." Out of the entire number (64) there are only eleven whose parentage discloses any legal status or qualification.

It is stated that the Leicester Town Council have this week decided, by the narrow majority of 27 to 24, and after a four hours' debate, to raise the salary of its Town Clerk from £1,000 to £1,250 a year. The Finance Committee recommended that the addition should be made forthwith, but it was eventually decided to concede the advance by two instalments—£125 at once, and the balance after five years' service from date of appointment.

Mr. Justice Darling met with an accident on Monday morning while riding to the Law Courts. While proceeding with Miss Darling along Millbank-street his Lordship's horse shied at a van, and, rearing, fell backwards. The learned judge was thrown, and one of the wheels of the van passed over his left leg just below the knee, but did not break any bone. Though he has been progressing favourably, he has not sufficiently recovered from the accident to attend the Guildford Assizes, Mr. Justice Ridley going in his place.

The members of the North-Eastern Circuit entertained Mr. Justice Ridley at a complimentary dinner, on Wednesday, at the Hotel Métropole, in celebration of his elevation to the Bench, when a considerable number of past and present members of the circuit, besides several guests and some members of the Northern Circuit, assembled in honour of the occasion. Mr. Tindal Atkinson, Q.C., occupied the chair, and among those present were the Lord Chief Justice, the Speaker, Lord Justice Collins, Mr. Justice Wright, and Mr. Justice Kennedy.

Monday being the grand day of Hilary term, the treasurer of Gray's Inn (Mr. Mattinson, Q.C.) and the masters of the bench of this society entertained at dinner the following guests, viz.:—His Excellency the Japanese Minister, the Speaker of the House of Commons, the Home Secretary, Lord Macnaghten, Mr. Justice Bruce, Mr. Justice Ridley, Sir William Broadbent, Bart., M.D., Sir Clements Markham, K.C.B., Sir Edward Clarke, Q.C., M.P., Sir Forrest Fulton, Q.C., His Honour Judge Addison, Mr. K. Muir Mackenzie, Q.C., C.B., Mr. Lawrence, M.P., Mr. Fildes, R.A., Mr. Edward Pollock, Mr. Dickinson, and Mr. H. Harrison. The masters of the bench present, in addition to the treasurer, were: Lord Watson, Lord Shand, Mr. Bowen Rowlands, Q.C., Mr. Rose, Judge Paterson, Mr. Mulligan, Q.C., Mr. Lewis Coward, Mr. Fleming, Q.C., Mr. Macaskie, Mr. C. A. Russell, Q.C., Mr. Montague Lush, Mr. Herbert Reed, Q.C., Mr. Terrell, Q.C., and Mr. Barnard, with the preacher, the Rev. J. H. Lupton, D.D. The Japanese Minister was received by the students with great cheering.

Speaking at the annual meeting at Norwich, on Monday, of the Norfolk and Norwich Police-court Mission, Mr. Justice Grantham said that any one who had had anything to do with the administration of the criminal law knew that it was a great thing to be able to get at the offender at the inception of his criminal career, for then some good might be done, but with hardened criminals the greatest possible difficulty arose. With a person convicted once there was a chance of reformation, but when the convictions numbered five or six the idea of reclamation was almost hopeless. Therefore, the great thing was to stop the criminal on the threshold of his career, and this could not be better done than by the influence of a police-court mission. No doubt it was very difficult to induce people to give up criminal habits, but there was a greater chance of reclaiming young offenders than there was of reforming the old. There had been a great decrease in the last few years in the number of persons who were brought before the magistrates and her Majesty's Judges. He could remember the time when barristers spoke of crime as prospering, and when they went on circuit expecting plenty of briefs. This was not the case now, for the character of the lower classes seemed to have changed for the better. This improvement was, he believed, due to two things—the spread of education and the remedial efforts that were made by such institutions as police-court missions.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Jan. 31	Mr. Lavie	Mr. Ward	Mr. Carrington
Tuesday, Feb. 1	Pugh	Pemberton	Jackson
Wednesday 2	Lavie	Ward	Carrington
Thursday 3	Pugh	Pemberton	Jackson
Friday 4	Lavie	Ward	Carrington
Saturday 5	Pugh	Pemberton	Jackson
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, Jan. 31	Mr. Bolt	Mr. Beal	Mr. Farmer
Tuesday, Feb. 1	Godfrey	Leach	King
Wednesday 2	Bolt	Beal	Farmer
Thursday 3	Godfrey	Leach	King
Friday 4	Bolt	Beal	Farmer
Saturday 5	Godfrey	Leach	King

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Feb. 1.—Messrs Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Shop Property in the Borough High-street, let on lease (4 years unexpired) at £300 per annum. Solicitors, Messrs. Hawks, Stokes, & McKenzie, London. (See advertisement, this week, p. 5.)

Feb. 3.—Mr. Ernest Owers, at the Mart, at 2 p.m., Freehold Ground-rents of £180 per annum, secured upon property in Harrow and Hampstead, producing £1,000 per annum. Solicitors, Messrs. Preston, Stowe, & Preston, and Ernest Bevir, Esq., of London. Leasehold Ground-rents of £249 per annum, secured upon property at Clapham and Hampstead, producing £2,500 per annum. Solicitor, C. G. C. Shaw, Esq., London. (See advertisements, this week, p. 224.)

Feb. 3.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.:

REVERSIONS:

To One-Fifth of £880 on Mortgage and Deposit; lady aged 72. Solicitor, H. Stanley-Jones, Esq., London.

To £1,000 charged upon a Trust Estate; lady aged 51; provided a gentleman aged 43 survive her. Solicitor, H. Stanley-Jones, Esq., London.

To One-Third of £20,000 secured upon a Trust Fund; gentleman aged 50; and One-Third of £5,000 on decease of same gentleman, and lady aged 87. Solicitor, Chas. F. Appleton, Esq., London.

To a Trust Fund amounting to £500; lady aged 75. Solicitors, Messrs. Harris & Harris, Sittingbourne.

To a moiety of £2,500 Manchester Corporation Stock; lady aged 52. Solicitor, Chas. Dunderdale, Esq., Manchester.

SHARE IN POSSESSION:

One-ninth of Freehold Premises in Birmingham; let on lease at £610 per annum. Solicitors, Messrs. Jordan & Lavington, London.

A BOX IN THE ROYAL ALBERT HALL:

On the Grand Tier (10 seats). Solicitors, Messrs. Barlow & Barlow, London.

POLICIES:

For £1,000, £1,000, £1,000, £500, £500, £400. Solicitors, Messrs. Strick, Bellingham, & Hanson, Swansea.

(See advertisements, this week, back page.)

Feb. 4.—Mr. R. Courtney King, at the Old Ship Hotel, Brighton, at 3 p.m., Three Freehold Residences in Brighton and Worthing. Solicitor, Hyde Bailey King, Esq., Margate. (See advertisement, this week, p. 224.)

WINDING UP NOTICES.

London Gazette.—Friday, Jan. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Appleton, French, & Scrafton, Limited—Petn for winding up, presented Jan 17, directed to be heard on Wednesday, Feb 2 Halse & Co, 61, Cheapside, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

Corrugated Rim and Air Tyre Co, Limited (of Pilgrim st, Newcastle on Tyne, and Wansbeck Cycle Works, Morpeth)—Creditors are required, on or before March 4, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Gillespie, 54, Westgate rd, Newcastle on Tyne

Joker (Yalgoo) Gold Mines, Limited—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. Frank Cook, 1, Crosbie sq. Romer & Haslam, 4, Copthall chmbrs, solors to liquidator

Hannans North Creesus Gold Mining Co, Limited—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Horace Herwin, 5, Moorgate st bldgs. Blachford & Co, 15, Walbrook, solors for liquidator

Keats Brothers, Limited—By an order made on Jan 12 it was ordered that the voluntary winding up of Keats Brothers, Limited, be continued. Morten & Co, Newgate st, agents for Challinors & Shaw, Leek, solors for petner

National Company for the Distribution of Electricity by Secondary Generators, Limited—Petn for winding up, presented Jan 18, directed to be heard on Feb 2. Edward Betteley, 23, Surrey st, Victoria Embankment, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

Norris & Henty, Limited—Creditors are required, on or before Jan 31, to send their names and addresses, and particulars of their debts or claims, to Ernest E. Probert, 75, Coleman st

Northern Equitable Loan Co, Limited, Newcastle-upon-Tyne and Jarrow—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts or claims, to Thomas Gillespie, 54, Westgate rd, Newcastle on Tyne

Paddock Friendly Co-operative Trading Society, Limited—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Edwin Netherwood, Cloth Hall st, Huddersfield. Fisher, Huddersfield, solor for liquidator

St. James's Hall Co (Plymouth), Limited (in Liquidation)—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims, to Henry Davey, Bedford chmbrs, 24, Bedford st, Plymouth. Bond & Co, Plymouth, solors to liquidator

Swansea Dry Docks and Engineering Co, Limited—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Herbert Joseph Goss, 59 and 60, Wind st, Swansea

William Carvell & Co, Limited—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Ernest Crewdson, 7, Norfolk st, Manchester Addleshaw Warburton & Co, Manchester, solors to the liquidator

United States Cheque Bank, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to John Edwin Denney, 91, 92, and 93, Palmerston bldgs, Bishopsgate st Within. Abrahams & Co, 8, Old Jewry, solors for liquidator

Victor Waihou Gold Mining Co, Limited—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Edward William Fellgate, 63 and 64, New Broad st. Saunders, New Broad st, solor for liquidator

FRIENDLY SOCIETY DISSOLVED.

Good Intent Mutual Assistance Society, G E R Coffee House, Wolsey st, Ipswich, Suffolk. Jan 12

Theberton Tradesmen's Friendly Society, White Lion Inn, Theberton, Suffolk Jan 12

London Gazette.—Tuesday, Jan. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Appleton, French, & Scrafton, Limited—Petn for winding up presented Jan 21, directed to be heard Feb 2. Dobell & Bagshaw, 5, Castle st, Liverpool, solors for petnr, whose agents are Rowcliffes, Rawle, & Co, 1, Bedford row. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

"Badsworth" Steamship Co, Limited—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Henry Lloyd, 28, Chapel st, Liverpool. Simpson & Co, solors to the liquidator

Birkenhead Land and Investment Association (Limited)—Creditors are required, on or before Tuesday, March 8, to send their names and addresses and the particulars of their debts or claims, to Edward Mounsey, 3, Lord st, Liverpool. Oliver & Co., Liverpool, solors for liquidators

Brownfields Guild Pottery Society (Limited)—By an order of Dec 3 it was ordered that the voluntary winding up of the Society be continued. Morten & Co, Newgate st, agents for Challinors & Shaw, Leek, solors for petners

Burge & O'Reilly, Limited—Creditors are required, on or before Feb 14, to send in their names and addresses, and the particulars of their debts or claims, to William Herbert Chantrey, 57, Moorgate st. (A new company, registered on Oct 15, 1897, under the same name, has taken over, and is carrying on, the business at Snow hill.)

Epping Natural Mineral Water Co, Limited—Petn for winding up, presented Jan 12 directed to be heard Feb 2. Trower & Co, 5, New sq, Lincoln's inn, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

The Incandescent Fire Frame Syndicate, Limited—Creditors are required, on or before the Feb 17, to send their names and addresses, and particulars of their debts or claims, to Fredk S Salaman, 3, Bucklersbury

London Drapery Stores, Limited—Petn for winding up presented on Jan 20, directed to be heard Feb 2. Warner & Co, 21, Great Winchester st, solors for the petnr. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 1

90 Mile Development Syndicate, Limited—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Edward Joseph Townsend, 25, Bucklersbury

Pinnacles Gold Mine, Limited—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Ernest Henry Saunders, Boston House, New Broad st

Roxburghe Press (Limited)—Petition for winding up presented Jan 21, directed to be heard Feb 2. Richard White, 7, New inn, Strand, solor for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 1

Western Australian Development Corporation (Limited)—Petition for winding up presented Jan 20, directed to be heard Feb 2. H. H. Cooke, 10a, Idol lane, solor for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 1

William Sharp & Sons, Limited—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to George Dawson Deeley, 9, Bennett's hill, Birmingham

FRIENDLY SOCIETIES DISSOLVED.

Bryngwyn Friendly Society, Red Lion Inn, Bryngwyn, Monmouth. Jan 12

Portland Independent Oddfellows, Temperance Room, Portland Arms Hotel, Ashington, Northumberland. Jan 19

Winscombe Provident Society, National School, Woodborough, Winscombe, Somerset Jan 19

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—Tuesday, Jan. 18.

Barnaby, Fanny, Sale, Chester March 15 Slater & Co, Manchester

Benwell, Henry, College st, Solicitor Feb 24 Marchant & Co, College st

Bush, William, Plasycoed, Mon, Stone Merchant March 25 Bythway & Son, Pontypool

Carter, Emanuel, Ponsonby ter, Millbank, Baker Feb 15 Grant & Co, Strand

Challen, Richard Jones, Sutton, Surrey Feb 19 Foyster & Co, Nottingham

Clabe, Alexandrina Maria, Great Easton, nr Dunmow, Essex March 1 Fooks & Co, Carey st, Lincoln's inn

Clarke, Henry, Bruntingthorpe, Leicester Feb 28 Watson & Son, Lutterworth

Cohen, Jules, Noble st, Fancy Goods Importer March 4 Phelps & Co, Aldermanbury

Cruickshank, William, Queen Victoria st Feb 15 Foy & Co, New Cross rd

Dobbs, William, Handsworth, Licensed Victualler Feb 14 Shore & King, Birmingham

Fairhurst, Elizabeth, Birkenhead Feb 12 Newman & Kent, Liverpool

Gardner, Thomas, Huyton, Lancs March 1 Dixon & Syers, Liverpool

George, John Allen, Ross, Hereford Feb 28 Thorpe, Ross

Giddings, Ellen Margaret, St Martin, Guernsey March 18 Bewley, Gravesend

Gregson, Robert Shuttleworth, Angel ct, Throgmorton st Feb 26 Gregson, Angel court

Hall, Rose, Lichfield Feb 28 Russell, Lichfield

Harris, Ellen Henrietta, Paris Feb 14 Shoubridge & May, Lincoln's inn fields

Heath, William, Margate Feb 12 Gibson, Margate

Hewlett, John, Buildwas, Salop, Farmer Feb 14 Thorn, Iron Bridge

Hill, Agnes, Southport March 1 Hall & Co, Manchester

Jefferies, Eliza, Bath Feb 22 Stone & Co, Bath

Jepson, William, Malvern Saltash, Cornwall, Doctor March 11 Bullock & Co, Manchester

Langford, John, Southminster, Essex, Farmer Feb 28 Tolhurst & Co, Gravesend

Lushington, Sir Henry, Buntingford, Herts, Bart Feb 18 Blyth & Co, Gresham House

Malfait, Charles, Rousselare, Belgium Feb 11 G S Warmington & Co, Budge row

Mather, Elizabeth, Bootle, Lancs Feb 17 Mather, Liverpool

Martin, Frederick Samuel, Stratford, Essex March 25 Hollams & Co, Mincing lane

Martin, Patrick, Middlesborough Feb 14 Thompson, Middlesborough

Morgan, Jane, Pontypridd Feb 15 Davies, Pontypridd

Needs, Fred, Oswestry, Salop, Innkeeper Feb 20 Martin, Nantwich

Oliver, Frank, Bow rd Feb 28 Osborn & Co, Lincoln's inn fields

Pearson, Mary Ann, Nottingham Feb 24 Johnstone & Williams, Nottingham

Ramm, William Elgar, Gray Thurrock, Essex, Licensed Victualler Feb 28 Williams, Grays

Ramsay, Thomas, Urmston, nr Manchester, Theatrical Proprietor March 1 Darbishire & Co, Manchester

Rennie, Dame Selina, Chester sq March 25 Lawrence & Co, New sq

Ridealgh, Jane, Pateley Bridge, York Feb 14 Furniss & Eastwood, Bradford

Rugge-Price, Arthur Rugge, Richmond Feb 24 Kendall & Co, Carey st, Lincoln's inn

Rushworth, John, Queensbury, York, Beerhouse keeper Jan 31 Richardson, Bradford

Smith, Jane, Dalston Feb 15 Slater, Finsbury pavement

Stretchley, Mary, Peterborough Feb 15 Wyman, Peterborough

Vaughan, Paulina, Whitfield st, Tottenham Court rd Feb 15 Saxton & Morgan, Somerset st, Portman sq

WALKER, HANNAH, St Bees, Cumbrid Feb 28 Brockbank & Co, Whitehaven
WATERS, FLORENCE, Upton, Norfolk Feb 1 Preston & Son, Norwich
WILLIAMS, SARAH, Bryngolen Towyn, Merioneth Feb 26 Robbins & Co, Victoria Embankment
WRIGHT, HARRIET LOUISA ELIZABETH ELCOM, Upper Holloway March 1 Fraser, Soho sq
WRIGHT, THOMAS, Ripley, Derby, General Dealer March 22 De M Severne, Wirksworth

London Gazette.—FRIDAY, Jan. 21.

ARMSTRONG, GEORGE, Marshborough, Kent, Farmer Feb 26 Emmerson & Co, Sandwich
BEBB, ROBERT, Kington, Hereford Feb 20 Temple & Philpin, Kington
BENDON, HANNAH, Lower Weare, Somersets Feb 23 Dunkerton & Son, Bedford row
BURNSIDE, WILLIAM STEWART, Bradford, Fancy Draper Feb 19 Freeman, Bradford
CAFFERY, SARAH, Wallington, Surrey Feb 18 Pothecary & Co, Gresham bldgs
CALDICOTT, ALFRED JAMES, South Kensington Feb 18 Walton, College hill, Cannon st
CHAMBERLAIN, EDWIN, Birmingham, Retail Brewer Feb 28 Blackham & Taylor, Birmingham
CORNISH, CHARLES, Wandsworth Jan 31 Martineau & Reid, Raymond bldgs
DANBY, WILLIAM, Exeter Feb 14 Carrick, Stokesley R S O, Yorks
DENTON, CHARLES, Didsbury March 11 Slater & Co, Manchester
DOWLING, JOHN THOMAS, Chalk Farm rd, Licensed Victualler Feb 28 Jennings, Kentish Town rd
EDNAN, ELIZABETH, Bardney, Lincoln Feb 15 Waite & Co, Boston
GRIFFITH, MARY CHAPMAN, Kensington Feb 14 Griffith & Gardiner, Old Serjeants' inn
GUYNAN, JOHN, Carburton st, Gt Portland st Feb 19 Venn & Woodcock, New inn, Strand
HEMMINGS, ROBERT, Nailsworth, Glos March 25 Witchell & Sons, Stroud
HILTON, WILLIAM, Manchester, Cycle Manufacturer March 7 Farrar & Co, Manchester
HOPKINSON, JOHN ADDY, Huddersfield, Mechanical Engineer Feb 26 Learoyd & Co, Huddersfield
HURST, HUGH, Bromley March 1 Willett & Latter, Bromley
JAMES, MATILDA REBECCA, Coburn rd, Bow rd Feb 28 Turner, Leadenhall st
JENKINS, ARTHUR EDLESTON, Coburg, Victoria Feb 21 Batchelor & Cousins, Walbrook
JUDD, MARY, Greenhithe Feb 22 Baynes, Dartford
LAKE, THOMAS CONSTABLE, Gt Yarmouth, Carpenter Feb 1 Burton & Son, Gt Yarmouth
LANDER, FRANCES ELIZABETH, Kensal Green Feb 16 Kite, Queen Victoria st
LEIGH, SAMUEL, Ystrad Mynach, Glam, Surgeon Feb 24 Linton & Co, Aberdare
LOWES, JANE, Wigton, Cumberland Feb 12 Hetherington, Wigton
MUMMERY, ELIZABETH, Dover Feb 12 E W & V Knocker, Dover
OSBORNE, JAMES, Spalding, Lincoln Feb 21 Calthorp & Bonner, Spalding
PARKER, MARIA KNELLER, Bayswater March 5 Godfrey & Webb, West Smithfield
PRESTON, ELLEN WASHINGTON BERTHON, Fulham Feb 20 Vertue, New Burlington st
RICHARDSON, HENRY LONGFORD, Whyteleafe, Surrey April 2 Simpson & Cullingford, Gracechurch st
SALTER, WILLIAM, South Lambeth rd March 11 Roberts, Kennington rd
SIMON, ERNEST ALPHONSE, Upper Berkeley st, Portman sq, Chef Feb 25 Sydney, Lambeth
SMYTHE, FREDERICK, Ealing Feb 28 Greene & Underhill, Bedford row
SPARROW, NAOMI, Harlesden March 7 Hawes & Co, Gt Winchester st
STEELE, THOMASINE HOLLAND, Limes, Whitby, Chester March 1 Domakin, Manchester
STILES, MARIA, Spalding, Lincoln March 8 Stiles, Spalding
STEWART, ARTHUR, Bath, Wine Merchant March 1 Stone & Co, Bath
THWAITES, ANN, Durham Feb 7 Forens, Durham
WARD, WILLIAM ROBERT, Great Yarmouth Feb 19 Stokes & Stokes, Great St Helen's
WEST, THOMAS BROOKS CHARLES, Scole, Norfolk March 3 Freshfields & Williams, Bank bldgs
WILLIAMS, STEPHEN BRETT, Wandsworth Feb 21 Sloper & Co, Wandsworth
WILLIAMS, THOMAS, Pembrey, Carmarthen, Farmer Jan 31 Browne, Carmarthen
WOODCOCK, JOSEPH, Liverpool, Chemist Feb 28 Peacock & Co, Liverpool
WOODMAN, ALBERT CHARLES, Putney Feb 25 Van Sandau & Co, King st
WRIGHT, ELIZABETH ADELAIDE, St Heliers, Jersey Feb 8 Rankin & Miller, West Bromwich

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 21.

RECEIVING ORDERS.

ALLSOP, WILLIAM, Chesterfield, Grocer Chesterfield Pet Jan 19 Ord Jan 19
BELL, WILLIAM, Driffield, York, Plumber Kingston upon Hull Pet Jan 19 Ord Jan 19
BLAKE, The Hon CHARLES WILLIAM J H, Coventry st, Piccadilly High Court Pet Dec 10 Ord Jan 17
BOCOCK, SUSANNA HOBSON, Gainsborough, Grocer Lincoln Pet Jan 19 Ord Jan 19
BUNN, ROBERT EDWARD, King William st, Financial Investor High Court Pet Dec 29 Ord Jan 17
CLIFFE, F H, Cheltenham Cheltenham Pet Dec 23 Ord Jan 15
COCKCROFT, THOMAS, Halifax, Baker Halifax Pet Jan 17 Ord Jan 17
COLLETT, THOMAS, Caerleon, Mon, Farmer Newport, Mon Pet Jan 19 Ord Jan 19
COOMBE, ARTHUR HENRY, Wandsworth, Clerk Croydon Pet Jan 18 Ord Jan 18
COX, HARRY, Edwalton, Notts Nottingham Pet Dec 31 Ord Jan 17
DAVIES, DAVID, Gilfach, nr Bargoed, Glam, Quarryman Merthyr Tydfil Pet Jan 15 Ord Jan 15
DELBRIDGE, JOHN SANDERS, Totton, Southampton, Cattle Salesman Southampton Pet Jan 17 Ord Jan 17
DUERDEN, HARRY BRAUS, Stockport, Cigar Importer Stockport Pet Jan 18 Ord Jan 18
DUTHIE, JEAN, Bootle, Lancs, Tailor Liverpool Pet Jan 17 Ord Jan 17
EDWARDS, HERBERT, Doncaster, Fish Dealer Sheffield Pet Jan 17 Ord Jan 17
ENGLAND, JOHN JAMES, Leeds Leeds Pet Jan 19 Ord Jan 19
GAUNT, JOHN WILLIAM, Leeds Leeds Pet Jan 17 Ord Jan 17
HALL, JAMES SAYER, and JOHN SAYER HALL, Great Yarmouth, Shipsmiths Great Yarmouth Pet Jan 7 Ord Jan 18
HANNETT, JOHN WILLIAM, West Bridgford, Notts, Timber Merchant Nottingham Pet Jan 17 Ord Jan 17
HELLER, MATHIAS, Islington, Boot Dealer High Court Pet Jan 17 Ord Jan 17
JENKINSON, CHARLES EDWARD, Sheffield, Grocer Sheffield Pet Jan 17 Ord Jan 17
JONES, DAVID LEWIS, Llanelly, Architect Carmarthen Pet Jan 18 Ord Jan 18
KITCHEN, WALTER, St Helen's, Lancs, Estate Agent Liverpool Pet Dec 23 Ord Jan 17
LAKE, THOMAS, Howden, York, Innkeeper Kingston upon Hull Pet Jan 19 Ord Jan 19
LEATHLEY, JOHN EDWARD, Bradford, Rag Merchant Bradford Pet Jan 18 Ord Jan 18
LUCKMANN, A High Court Pet Nov 18 Ord Jan 19
MORRIS, GEORGE, Ludlow, Salop, Auctioneer Leominster Pet Jan 18 Ord Jan 18
MOSS, FRANK, Blyth, Northumberland, Draper Newcastle on Tyne Pet Jan 18 Ord Jan 18
MYERS, HARRY, Bolton Percy, Yorks, Joiner York Pet Jan 19 Ord Jan 19
PARKER, THOMAS, Bow, Devon, Baker Exeter Pet Jan 15 Ord Jan 15
PAUL, SAMUEL WARFIELD, Bristol, Mercantile Clerk Bristol Pet Jan 14 Ord Jan 19
POTTER, HENRY CRISP, Gedling, nr Nottingham, Farmer Ipswich Pet Dec 30 Ord Jan 17
PRENTIS, ARTHUR JOHN, Leeds Leeds Pet Jan 15 Ord Jan 15
RICHARDS, EDWARD FRANCIS, Paddington High Court Pet Jan 18 Ord Jan 18
ROBERTS, SAMUEL RODDA, Penzance, Tobacconist Truro Pet Jan 19 Ord Jan 19
SHELDON, JOSEPH, Manchester, Commission Agent Manchester Pet Jan 18 Ord Jan 18
SMITH, THOMAS, York, Eating house Keeper York Pet Dec 28 Ord Jan 17
TATTERSFIELD, JOSEPH, sen, Batley, Blanket Manufacturer Dewsbury Pet Jan 18 Ord Jan 18
THADDEUS, HARRY JONES, Kensington, Artist High Court Pet Jan 17 Ord Jan 17
THOMSON, WALTER, Ramsey, Hunts, Builder Peterborough Pet Jan 18 Ord Jan 18
WERNHAM, HENRY, Reading Reading Pet Jan 17 Ord Jan 17
WOOD, JOHN CRITCHLOW, Burton on Trent, China Dealer Burton on Trent Pet Jan 17 Ord Jan 17

Amended notice substituted for that published in the London Gazette of NOV. 19:

INGRAM, JOHN O'DONNELL, Woolwich Common rd, Lieut Greenwich Pet Oct 25 Ord Nov 16

Amended notice substituted for that published in the London Gazette of Jan 18:

GORMAN, ELLEN, Bedminster, Bristol, Licensed Victualler Bristol Pet Dec 30 Ord Jan 13

ORDER RESCINDING RECEIVING ORDER.

OLDIS, THOMAS, 26, Miles st, Hammersmith, Clerk High Court Ord March 11, 1901 Resc Jan 19

FIRST MEETINGS.

ANDERSON, JOHN NEWLANDS, Wallington, Surrey, Carpenter Jan 28 at 12.30 24, Railway app, London bridge
BAMFORD, HENRY, Huddersfield, Silk Throwster Jan 31 at 12 Off Rec, 19, John William st, Huddersfield
BLAKE, Hon CHARLES WILLIAM J H, Coventry st, Piccadilly Jan 28 at 2.30 Bankruptcy bldgs, Carey st
BUNN, ROBERT EDWARD, King William st, Financial Investor Jan 28 at 11 Bankruptcy bldgs, Carey st
BURY, FRED, Manchester, Joiner Jan 28 at 3 Off Rec, Byrom st, Manchester
COCKCROFT, THOMAS, Halifax, Baker Feb 14 at 11 Off Rec, Townhall chmbrs, Halifax
COOPLAND, GEORGE FRANCIS, Whitby, York, Butcher Feb 2 at 3 Off Rec, 8, Albert rd, Middlesborough
DAVIES, DAVID, Gilfach, nr Bargoed, Glam, Quarryman Feb 1 at 12 65, High st, Merthyr Tydfil
DELBRIDGE, JOHN SANDERS, Totton, Southampton, Cattle Salesman Feb 1 at 3.15 Off Rec, 172, High st, Southampton
DRIVER, CHARLES WILLIAM, Deal, Kent, Builder Feb 17 at 9.30 Off Rec, 73, Castle st, Canterbury
DUTHIE, JEAN, Bootle, Lancs, Tailor Feb 2 at 12 Off Rec, 35, Victoria st, Liverpool
ELLIS, MORGAN LESLIE, Millwall, nr Coleford, Glos, Builder Feb 1 at 11 Off Rec, Station rd, Gloucester
FRIEND, JOHN MELBOURNE, Kimpton, nr Andover, Farm Bailiff Jan 29 at 11 Off Rec, City chmbrs, Endless st, Salisbury
GRABY, WILLIAM JOSEPH, Handsworth, Farmer Jan 31 at 11 174, Corporation st, Birmingham
GOODALL, LOUISA SOPHIA, and JOHN HALL LOCKYER SHERRATT, Oxford, Fancy Goods Dealers Jan 28 at 3 Bankruptcy bldgs, Carey st
HELLER, MATHIAS, Islington, Boot Dealer Jan 28 at 12 Bankruptcy bldgs, Carey st
HUGHES, OWEN, Llanwrst, Denbighs, Grocer Jan 28 at 12 Crypt chmbrs, Eastgate row, Chester
JONES, THOMAS LEWIS, Cwmbach, Aberdare, Glam Jan 28 at 2 65, High st, Merthyr Tydfil
LEEDWIDGE, DAVID, Leeds, Grocer Leeds Feb 2 at 11 Off Rec, 22, Park row, Leeds
MOODY, FRANK WILLIAM, Gt Grimsby Jan 28 at 11 Off Rec, 15, Osborne st, Gt Grimsby
MYERS, HARRY, Bolton Percy, York, Joiner Feb 2 at 11 28, Stonegate, York
NICHOLLS, JOHN JAMES, Ashford, Middlesex, Insurance Clerk Jan 28 at 11.30 24, Railway app, London Bridge
PARKER, THOMAS, Bow, Devon, Baker Feb 3 at 10.30 Off Rec, 13, Bedford circus, Exeter
RICHARDS, DAVID, Pontardulais, Carmarthens, Grocer Jan 31 at 12 Off Rec, 31, Alexandra rd, Swansea
ROBERTSON, CHARLES JOHN SUMNER, Hereford, Furniture Dealer Jan 28 at 2.30 2, Offa st, Hereford
SHAW, JOHN RICHARD, Blackburn, Plumber Jan 31 at 2 County Court House, Blackburn
SHEPHERD, ALFRED, Rhyl, Flints, Upholsterer Jan 28 at 12.30 Crypt chmbrs, Eastgate row, Chester
ST. STEPHENS, RAYNOR, Hampstead, Mining Engineer Jan 28 at 12 Bankruptcy bldgs, Carey st
WARTH, WILLIAM, Chatteris, Cambridge, Miller Feb 4 at 11.45 Law Courts, New rd, Peterborough
WATSON, ALBERT, Burnley, Furniture Dealer's Manager Jan 28 at 2 Exchange Hotel, Nicholas st, Burnley
WAYMOUTH, WILLIAM HENRY, Ellacombe, Torquay, Baker Feb 3 at 10.45 Off Rec, 13, Bedford circus, Exeter
WESTACOTT, WILLIAM LEVER, Newport, Mon, Baker Feb 3 at 12 Off Rec, Westgate chmbrs, Newport, Mon
WILLIAMS, EMILY, Shrewsbury, Salop, Ladies' Outfitter Jan 28 at 2.30 Bankruptcy bldgs, Carey st
WOOD, JOHN CRITCHLOW, Burton on Trent, Glass Dealer Jan 29 at 11.30 Midland Hotel, Station st, Burton on Trent

Amended notice substituted for that published in the London Gazette of Jan. 18:

MULLEY, WILLIAM, Bardwell, Suffolk, Baker Jan 28 at 2 Angel Hotel, Bury St Edmunds

ADJUDICATIONS.

ALLSOP, WILLIAM, Chesterfield, Grocer Chesterfield Pet Jan 19 Ord Jan 19
ANDERSON, JOHN NEWLANDS, Wallington, Surrey, Carpenter Croydon Pet Jan 11 Ord Jan 18
BELL, WILLIAM, Driffield, York, Plumber Kingston upon Hull Pet Jan 19 Ord Jan 19
BOCOCK, SUSANNA HOBSON, Gainsborough, Grocer Lincoln Pet Jan 19 Ord Jan 19
COLLETT, THOMAS, Caerleon, Mon, Farmer Newport, Mon Pet Jan 19 Ord Jan 19
COOMBE, ARTHUR HENRY, Wandsworth, Clerk Croydon Pet Nov 17 Ord Jan 18
DAVIES, DAVID, Gilfach, nr Bargoed, Glam, Quarryman Merthyr Tydfil Pet Jan 15 Ord Jan 15
DAVIES, JAMES, Hindley, nr Wigan, Stationer Wigan Pet Jan 12 Ord Jan 19
DELBRIDGE, JOHN SANDERS, Totton, Southampton, Cattle Salesman Southampton Pet Jan 17 Ord Jan 19
DUERDEN, HARRY BRAUS, Stockport, Cheshire, Cigar Importer Stockport Pet Jan 18 Ord Jan 18
EDWARDS, HERBERT, Doncaster, Fish Dealer Sheffield Pet Jan 17 Ord Jan 17
ENGLAND, JOHN JAMES, Leeds Leeds Pet Jan 19 Ord Jan 19
GAUNT, JOHN WILLIAM, Leeds, Joiner Leeds Pet Jan 17 Ord Jan 17
HELLER, MATHIAS, Islington, Boot Dealer High Court Pet Jan 17 Ord Jan 17
HIGGS, SAMUEL, Stratford, Essex, Licensed Victualler High Court Pet Dec 28 Ord Jan 17
KERSLEY, CHARLES HENRY, and GEORGE KERSLEY, Leeds, Woollen Manufacturers Leeds Pet Dec 16 Ord Jan 14
JENKINSON, CHARLES EDWARD, Sheffield, Grocer Sheffield Pet Jan 17 Ord Jan 17
JONES, DAVID LEWIS, Llanelly, Architect Carmarthen Pet Jan 18 Ord Jan 18
JORDAN, ALFRED JOHN, Brighton, Carrier Brighton Ord Jan 19
LAKE, THOMAS, Howden, York, Innkeeper Kingston upon Hull Pet Jan 19 Ord Jan 19
LEATHLEY, JOHN EDWARD, Bradford, Rag Merchant Bradford Pet Jan 18 Ord Jan 18
MERPIN, HERBERT THOMAS, South Kensington, Hosier High Court Pet Oct 23 Ord Jan 17
MORRIS, GEORGE, Ludlow, Salop, Auctioneer Leominster Pet Jan 18 Ord Jan 18
MOSS, FRANK, Blyth, Northumbrid, Draper Newcastle on Tyne Pet Jan 18 Ord Jan 18
NICHOLLS, JOHN JAMES, Ashford, Middlesex, Insurance Clerk Kingston, Surrey Pet Jan 10 Ord Jan 18
PARKER, THOMAS, Bow, Devon, Baker Exeter Pet Jan 15 Ord Jan 15
PRENTIS, ARTHUR JOHN, Leeds Leeds Pet Jan 15 Ord Jan 15

Richards, Edward Francis, Paddington High Court Pet Jan 18 Ord Jan 18
Roberts, Samuel Rodda, Penzance, Tobacconist Truro Pet Jan 19 Ord Jan 19
Sarancke, Nicooll Frederick, Mitcheldean, Glos Gloucester Pet Dec 13 Ord Jan 17
Sheldon, Joseph, Manchester, Commission Agent Manchester Pet Jan 18 Ord Jan 18
Thaddeus, Harry Jones, Kensington, Artist High Court Pet Jan 17 Ord Jan 17
Thomson, Walter, Ramsey, Hunts, Builder Peterborough Pet Jan 18 Ord Jan 18
Warth, W, Chatteris, Cambs, Miller Peterborough Pet Dec 30 Ord Jan 17
Wernham, Henry, Reading Reading Pet Jan 17 Ord Jan 17

London Gazette.—Tuesday, Jan. 25.

RECEIVING ORDERS.

Blakey, Nathaniel, Lincoln Lincoln Pet Jan 20 Ord Jan 20
Butcher, Frank William, Gt Yarmouth, Labourer Gt Yarmouth Pet Jan 22 Ord Jan 22
Calvert, W F, Liverpool, Tailor Liverpool Pet Sept 25 Ord Oct 13
Crisp, Arthur William, Birmingham, Grocer Birmingham Pet Jan 8 Ord Jan 8
Day, James. Kempston, Beds, Farmer Bedford Ord Jan 17 Ord Jan 21
Gammon, Henry, Chesterfield, Hardware Dealer Chesterfield Pet Jan 21 Ord Jan 21
Gething, William Henry, Melincrythan, nr Neath, Glam Labourer Neath Pet Jan 20 Ord Jan 20
Harding, Robert, Barnstaple, Devon, Timber Merchant Barnstaple Pet Jan 22 Ord Jan 22
Harland, Henry, Hartlepool, Innkeeper Sunderland Pet Jan 19 Ord Jan 19
Harrison, Robert, Ilkeston, Derby, Butcher Derby Pet Jan 21 Ord Jan 21
Hawksley, William, Sheffield, Butcher Sheffield Pet Dec 30 Ord Jan 20
Hill, George, Skipton, York, Commission Weaver Bradford Pet Jan 4 Ord Jan 20
Hilton, Thomas, Otley, York, Coachbuilder Leeds Pet Jan 20 Ord Jan 20
Holloway, William, Westgate on Sea, Author Canterbury Pet Dec 30 Ord Jan 20
Hughes, Thomas, Wakefield, Grocer Wakefield Pet Jan 19 Ord Jan 19
Johnston, Charles, Leeds Leeds Pet Jan 21 Ord Jan 21
Jones, John, Newport, Mon Newport, Mon Pet Jan 21 Ord Jan 21
Langstaff, Henry, Kingston upon Hull, Commercial Traveller Kingston upon Hull Pet Jan 21 Ord Jan 21
Levene, Lewis Nathan, Southampton, Fancy Goods Dealer High Court Pet Jan 11 Ord Jan 22
Massey, Joseph, Preston, Wholesale Cabinet Maker Preston Pet Jan 21 Ord Jan 21
Morrell, John Rookes, Sidmouth, Devons, General Dealer Exeter Pet Jan 20 Ord Jan 20
Parker, Alexander, Tibshelf, nr Alfreton, Derby, Contractor Derby Pet Jan 10 Ord Jan 21
Pryse, Herbert William, Nantgaredig, Carmarthens Carmarthen Pet Jan 4 Ord Jan 19
Ramshaw, Frederick Charles, Aldermanbury, Commission Agent High Court Pet Dec 16 Ord Jan 19
Reading, Henry, South Kilworth, Leicester, Schoolmaster Leicester Pet Jan 20 Ord Jan 20
Robotham, Edward, Kensington, Financial Agent High Court Pet Jan 20 Ord Jan 20
Roessler, Frederick Henry, Stratford, Cork Merchant High Court Pet Dec 14 Ord Jan 20
Ryland, Alfred, jun, Birmingham, Dentist Birmingham Pet Jan 22 Ord Jan 22
Scott, Francis, Holme Cultram, Cumbrld, Farmer Carlisle Pet Jan 20 Ord Jan 20
Shuttleworth, Samuel, Huggin lane, Cycle Agent High Court Pet Nov 13 Ord Jan 20
Simpson, Arthur, Leeds, Estate Agent Leeds Pet Jan 21 Ord Jan 21
Sims, Tom, Tredegar, Tailor Tredegar Pet Jan 22 Ord Jan 22
Strachey, John Wombwell, Lower Walmer, Kent Canterbury Pet Jan 6 Ord Jan 20
Stuttard, William, Nelson, Lancs Burnley Pet Jan 20 Ord Jan 20
Tomkins, John, Walton on Thames, Barge owner Kingston, Surrey Pet Jan 4 Ord Jan 20
Turness, Mrs, Denmark hill High Court Pet Dec 30 Ord Jan 20
Tyler, Edward, Coleford, Gloucester, Butcher Newport, Mon Pet Jan 21 Ord Jan 21
Webster, Francis, Barrowby, Lincs, Farmer Nottingham Pet Jan 21 Ord Jan 21
Westley, Mrs J H, South Hackney, Boot Manufacturer High Court Pet Dec 23 Ord Jan 20
Whitlam, George, Doncaster, Furniture Broker Sheffield Pet Jan 20 Ord Jan 20
Wildon, Thomas William, Kingston upon Hull, Master Mariner Kingston upon Hull Pet Jan 21 Ord Jan 21
Wood, Edward, London Bridge Station, Auctioneer High Court Pet Dec 16 Ord Jan 20
Woodward, George Frederick, Hanley, Staffs, Cattle Dealer Hanley Pet Jan 20 Ord Jan 20

Amended notice substituted for that published in the London Gazette of Jan 18:—

Abbott, John, Pendlebury, Lancs Salford Pet Nov 17 Ord Jan 14

FIRST MEETINGS.

Allen, Robert Catley, Bridlington Quay, Yorks, Painter Feb 2 at 11 Off Rec, 74, Newborough st, Scarborough
Andrews, Willis, South Reddish, Lancs, Silk Finisher Feb 3 at 12 Off Rec, County chmbrs, Market pl, Stockport
Cox, William, Stockport, Labourer Feb 3 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
Crendall, Thomas Bullock, Barry Dock, Glam, Ironmonger Feb 3 at 11.30 Off Rec, 29, Queen st, Cardiff
Dusselsen, Harry Braus, Stockport, Cigar Importer Feb 3 at 12.30 Off Rec, County chmbrs, Market pl, Stockport
Edwards, Herbert, Doncaster, Fish Dealer Feb 1 at 2.30 Off Rec, Figtree ln, Sheffield
Ferens, Frederick Joseph, Sunderland, Mining Engineer Feb 1 at 3 Off Rec, 25, John st, Sunderland
Franklin, Samuel James, High Easter, Essex, Grocer Feb 2 at 1 Shirehall, Chelmsford
Gaunt, John William, Leeds, Joiner Feb 3 at 12 Off Rec, 22, Park row, Leeds
Gunnell, William, Gt Grimsby, Saddler Feb 3 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby
Hopkinson, George Edward, Southport, Cabinet Maker Feb 2 at 2.30 Off Rec, 35, Victoria st, Liverpool
Jenkinson, Charles Edward, Sheffield, Grocer Feb 1 at 2 Off Rec, Fig Tree lane, Sheffield
Jones, David Lewis, Llanelly, Architect Feb 2 at 3.30 Off Rec, 4, Queen st, Carmarthen
Key, Arthur, Great Easton, Essex, Butcher Feb 2 at 1.30 Shirehall, Chelmsford
Kitchen, Walter Joza, St Helens, Lancs, Estate Agent Feb 3 at 10.30 Off Rec, 35 Victoria st, Liverpool
Lake, Thomas, Howden, York, Innkeeper Feb 1 at 11 Off Rec, Trinity House lane, Hull
Luckmann, A Feb 1 at 12 Bankruptcy bldgs, Carey st
Marvell, James, Bradford, Furniture Dealer Feb 3 at 11 Off Rec, 31, Manor row, Bradford
Massey, Joseph, Preston, Wholesale Cabinet Maker Feb 1 at 2.30 Off Rec, 14, Chapel st, Preston
Moores, Thomas, Warrington, Grocer Feb 11 at 10.45 Court house, Upper Bank st, Warrington
Morrell, John Rookes, Sidmouth, General Dealer Feb 3 at 10.45 Off Rec, 13, Bedford circus, Exeter
Moxon, Walter, Bradford, Woollen Merchant Feb 2 at 11.30 Off Rec, 31, Manor row, Bradford
Nash, William John, Waltham Cross, Licensed Victualler Feb 3 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
Neil, James, Gillingham, Dorsets, Farmer Feb 1 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury
Pateman, Henry, Houghton Regis, Bedford, Butcher Feb 2 at 12 Off Rec, 1A, St Paul's sq, Bedford
Paul, Samuel Warfield, Bristol, Clerk Feb 2 at 12 Off Rec, Baldwin st, Bristol
Prentis, Arthur John, Hunslet, Leeds Feb 2 at 12 Off Rec, Park row, Leeds
Pryce, Thomas Woosnam, Kidderminster, Farmer Feb 2 at 1 Talbot Hotel, Stourbridge
Pryse, Herbert William, Nantgaredig, Carmarthens Feb 2 at 3 Off Rec, 4, Queen st, Carmarthen
Reading, Henry, South Kilworth, Leicester, Schoolmaster Feb 1 at 12.30 Off Rec, 1, Berridge street, Leicester
Richards, Edward Francis, Paddington Feb 2 at 2.30 Bankruptcy bldgs, Carey st
Roberts, Samuel Rodda, Penzance, Tobacconist Feb 2 at 12 Off Rec, Boscawen st, Truro
Smith, Thomas, York, Eating House Keeper Feb 2 at 12.15 28, Stonegate, York
Tattersfield, Joseph, sen, Batley, York, Blanket Manufacturer Feb 2 at 3.30 Off Rec, Bank chmbrs, Batley
Thaddeus, Harry Jones, Kensington, Artist Feb 2 at 12 Bankruptcy bldgs, Carey st
Thompson, John Bertram, Nottingham, Commercial Traveller Feb 1 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
Thornton, John, Cleckheaton, Yorks, Machine Maker Feb 3 at 12 Off Rec, 31, Manor row, Bradford
Trewin, John Robert, St Blazey, Cornwall, Travelling Draper Feb 2 at 12.30 Off Rec, Boscawen st, Truro
Wood, Charles, Leeds, Gas office Clerk Feb 3 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

Blakey, Nathaniel, Lincoln Lincoln Pet Jan 19 Ord Jan 20
Burgess, Henry Morton, Stretford, Lancs Manchester Pet Dec 4 Ord Dec 20
Butcher, Frank William, Gt Yarmouth, Labourer Gt Yarmouth Pet Jan 21 Ord Jan 22
Cockcroft, Thomas, Halifax, Baker Halifax Pet Jan 17 Ord Jan 17
Diggle, Samuel, Manchester, Draper Manchester Pet Jan 6 Ord Jan 22
Gammon, Henry, Chesterfield, Hardware Dealer Chesterfield Pet Jan 21 Ord Jan 21
Gething, William Henry, Melincrythan, nr Neath, Glam, Labourer Neath Pet Jan 20 Ord Jan 20
Gibbs, William, Bedminster, Bristol, Butcher's Assistant Bristol Pet Jan 3 Ord Jan 20
Hall, James Sayer, and John Sayer Hall, Great Yarmouth, Shipsmiths Great Yarmouth Pet Jan 7 Ord Jan 22
Harding, Robert, Barnstaple, Devons, Timber Merchant Barnstaple Pet Jan 22 Ord Jan 22
Harland, Henry, Hartlepool, Innkeeper Sunderland Pet Jan 19 Ord Jan 19
Harrison, Robert, Ilkeston, Derbys, Butcher Derby Pet Jan 20 Ord Jan 21
Hart, John Henry Mark, Marylebone, Coachbuilder's Salesman High Court Pet Jan 7 Ord Jan 20
Hilton, Thomas, Otley, York, Coachbuilder Leeds Pet Jan 20 Ord Jan 20
Hughes, Thomas, Wakefield, Grocer Wakefield Pet Jan 19 Ord Jan 19
Johnstone, Charles, Leeds Leeds Pet Jan 21 Ord Jan 21
Jones, John, Newport, Mon Newport, Mon Pet Jan 21 Ord Jan 21
Kitchen, Walter Joza, St Helen's, Lancs, Estate Agent Liverpool Pet Dec 23 Ord Jan 22
Langstaff, Henry, Kingston upon Hull, Commercial Traveller Kingston upon Hull Pet Jan 21 Ord Jan 21
Laubillard, Edward, Moorgate st bldgs High Court Pet Nov 13 Ord Jan 19
Massey, Joseph, Preston, Wholesale Cabinet Maker Preston Pet Jan 21 Ord Jan 21
Mathews, William Henry, Cardiff, Grocer Cardiff Pet Jan 10 Ord Jan 20
Morrell, John Rookes, Sidmouth, General Dealer Exeter Pet Jan 18 Ord Jan 20
Myers, Harry, Bolton Percy, Yorks, Joiner York Pet Jan 18 Ord Jan 19
Perring, Robert John, Slough, Bucks, Clerk High Court Pet Dec 2 Ord Jan 19
Reading, Henry, South Kilworth, Leicester, Schoolmaster Leicester Pet Jan 20 Ord Jan 20
Richards, David, Pontardulais, Carmarthens, Grocer Carmarthen Pet Nov 30 Ord Jan 19
Robotham, Edward, Kensington, Financial Agent High Court Pet Jan 20 Ord Jan 20
Savigny, Edgar Rodriguez, Red Lion ct, Fleet st High Court Pet Jan 5 Ord Jan 20
Scott, Francis, Holme Cultram, Cumbrld, Farmer Carlisle Pet Jan 19 Ord Jan 20
Simpson, Arthur, Leeds, Estate Agent Leeds Pet Jan 21 Ord Jan 21
Sims, Tom, Tredegar, Tailor Tredegar Pet Jan 22 Ord Jan 22
Smith, Thomas, York, Eating house Keeper York Pet Dec 23 Ord Jan 22
Snell, Richard George, Piccadilly High Court Pet Sept 24 Ord Jan 20
Stuttard, William, Nelson, Lancs Burnley Pet Jan 20 Ord Jan 20
Taylor, Herbert James, Bromley, Draper Croydon Pet Dec 21 Ord Jan 19
Tyler, Edward, Coleford, Gloucester, Butcher Newport, Mon Pet Jan 21 Ord Jan 21
Waugh, Robert, Cardiff, Commission Agent Cardiff Pet Nov 13 Ord Jan 17
Whitlam, George, Doncaster, Furniture Broker Sheffield Pet Jan 20 Ord Jan 20
Wildon, Thomas William, Kingston upon Hull, Master Mariner Kingston upon Hull Pet Jan 21 Ord Jan 21
Wood, Edward, London Bridge Station, Auctioneer High Court Pet Dec 16 Ord Jan 20
Woodward, George Frederick, Hanley, Staffs, Cattle Dealer Hanley Pet Jan 20 Ord Jan 20

OLD FORD, PLAISTOW, HAMMERSMITH, HERNE-HILL AND WIMBLEDON.

By order of the Trustees of the late Jno. Todd, Esq.—Freehold Ground Rents.

MR. J. HORATIO HIBBARD has received instructions to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY and THURSDAY, FEB. 16 and 17, 1898, at TWO o'clock precisely each day, in suitable lots (as will be set forth in the particulars of sale), the following valuable INVESTMENTS:

OLD FORD.—A Freehold Ground Rent, secured upon the valuable shop property, Nos. 285 to 293, Roman-road, of per annum £33 0 0
A Freehold Ground Rent, secured on two dwelling houses, Nos. 93 and 95, Parnell-road of per annum 9 0 0
PLAISTOW.—A Freehold Ground Rent, secured on Nos. 176, 178, 180, and 182, Plaistow-road, of per annum 18 0 0
A Freehold Ground Rent, secured on Nos. 184 and 186, Plaistow-road, of per annum 9 0 0
HAMMERSMITH.—Freehold Ground Rents, secured on Nos. 122, 124, 126, 128, 130, 132, and 134, Blythe-road, amounting to per annum ... 56 0 0
A valuable Freehold Ground Rent, secured upon the fully licensed property known as the Old Parr's Head, at corner of Blythe and Masborough roads, producing per annum 7 0 0
A Freehold Ground Rent, secured upon five dwelling houses, Nos. 5 to 13, Masborough-road, producing per annum 25 0 0
A Freehold Ground Rent, secured on four dwelling houses, Nos., 39 to 45, Masborough-road, producing per annum 20 0 0
A Freehold Ground Rent, secured on two dwelling houses, Nos. 13 and 14, Springvale-terrace, at rear of Old Parr's Head, producing per annum 8 0 0
HERNE-HILL.—A Freehold Ground Rent, secured on Nos. 6 and 8, Hardess-street, Herne-hill-road, Loughborough Junction, producing per annum 9 0 0
WIMBLEDON, Surrey.—Freehold Ground Rents secured on five residences, Nos. 1, 3, 5, 7, and 13, Tabor-grove, producing per annum. 21 0 0
Together producing a gross rent per annum ...£305 0 0

Particulars and conditions, of sale may be obtained at the Mart, E.C.; of Chas. G. T. Lucas, Esq., Solicitor, 15, Clifford's Inn, Fleet-street, E.C.; or of Mr. J. Horatio Hibbard, Auctioneer and Surveyor, Estate Office, 17, Blessington-road, Lee, S.E., Winchmore-hill, N., and 17, Union-court, Old Broad-street, E.C.

CHELSEA AND PIMLICO.

By order of the Trustees of the late John Todd, Esq.—Valuable Leasehold Investments.

MR. J. HORATIO HIBBARD has been favoured with instructions to SELL by PUBLIC AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY and THURSDAY, FEBRUARY 16 and 17, 1898, at TWO o'clock precisely each day, in suitable lots (as will be set forth in the particulars of sale), the following very valuable GROUND RENTS, Profit Rentals, and Dwelling Houses:

CHELSEA.—Lawrence-street.—Five Dwelling Houses, being Nos. 18, 19, 20, 21, and 22, Lawrence-street, King's-road. Held for about 40 years unexpired, and producing per annum £150 15 0
A Leasehold Rental, arising from premises at rear of above, in Upper Cheyne-road, of per annum 30 0 0
Hasker-street.—Leasehold Ground Rents, arising from Nos. 19, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36, 38, 39, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 54 and 56, Hasker-street. Held for about 47 years and producing per annum 163 15 0
Two Dwelling Houses, Nos. 31 and 41, Hasker-street. Held for about 47 years unexpired, and producing per annum 66 0 0
Britten-street.—An Improved Rental, arising from the Brewhouse Tap (formerly Builders' Arms), 13, Britten-street. Term over seven years to run. Producing per annum 50 0 0
First-street.—A Leasehold Ground Rent upon No. 56, First-street. 47 years unexpired, at a peppercorn, producing per annum 4 10 0
Milner-street.—A valuable long Leasehold double-fronted Residence, Stanley House, containing eight bed rooms, three reception rooms, and domestic offices. Held for 46 years unexpired. Let on Lease, producing per annum 150 0 0
Leasehold Ground Rents, secured on Nos. 3, 4, and 6, Milner-street, producing per annum ... 21 0 0
Rawlings-street.—Leasehold Ground Rent, secured on No. 22, Rawlings-street, and producing per annum 6 0 0
Orford-street.—A Short Leasehold Investment, Nos. 32 to 38 (inclusive), Orford-street. Term 3½ years to run. Together producing per annum 270 0 0
Ovington-street.—Leasehold Ground Rents, secured by Nos. 11, 15, 17, 19, 31, and 34, Ovington-street. Term 47 years to run. Together producing per annum 41 0 0
Whitehead's-grove.—A Valuable Leasehold Rental, being No. 22, Whitehead's-grove, with premises at rear, with entrance from College-street, producing per annum 115 0 0
PIMLICO (Eccleston-place),—Leasehold Property, being Nos. 27, 29, 30, 31, and 32, Eccleston-place. 13 years to run, and producing together per annum 130 0 0

Together producing a gross rent of per annum £1,179 10 0

Particulars and conditions of sale may be obtained as at foot of previous advertisement.

FRINDSBURY, KENT.

By order of the Trustees of the late Jno. Todd, Esq.—Within 2½ miles of the city of Rochester, and about two miles from Strood and Higham-road Stations (S.E.Ry.).

MR. J. HORATIO HIBBARD has received instructions to SELL by AUCTION at the MART, Tokenhouse-yard, E.C., on THURSDAY, FEBRUARY 17, 1898, at TWO o'clock precisely, the valuable and picturesque FREEHOLD ESTATE known as The Mount, Frindsbury, together with an entrance lodge, stabling, greenhouses, outbuildings, gardens, and orchard well-stocked with fruit trees, the whole for many years in the occupation of the deceased owner, and having an area of about six acres. The residence occupies a commanding position upon an eminence, with extensive views, and contains: On the first floor—Two large best bed rooms, three other bed rooms, and servant's bed room, fitted bath room (h. and c.), and w.c. On the ground floor—Entrance hall, large drawing room, dining room, morning room, kitchen scullery, w.c., outhouse, with oil engine pumping water for domestic use and driving dynamo to supply electric light to residence. Coach-house and stabling, vinery, greenhouses, outbuildings, entrance lodge containing four rooms, together with garden, paddock, and orchard, well-stocked with fruit trees.

Particulars and conditions of sale may be obtained as at foot of previous advertisement.

OXFORD-STREET.

FREEHOLD GROUND-RENT of £200 per ANNUM.

To Trustees and Wealthy Investors.—Freehold Ground-rent of £200 per annum, arising out of a Corner Block of Shops and Flats, known as 14 and 15, Great Chapel-street, No. 16, Little Chapel-street, and Oxford-house, Little Chapel-street, the whole forming a substantial modern pile of buildings, producing a total rack-rental of £800 per annum, and forming a high-class investment, the rental being well and amply secured.

MESSRS. DOUGLAS, YOUNG, & CO. will SELL the above by AUCTION, at the MART, E.C., on WEDNESDAY, FEB. 9, 1898, at TWO o'clock precisely.

Particulars and conditions of sale may be obtained at the MART, E.C.; of Messrs. RIDDELL, VAIZEY, & SMITH, Solicitors, 9, John-street, Bedford row, W.C.; or of the Auctioneers, 51, Coleman-street, E.C., No. 213, Clapham-road, S.W., and Ilford, E.

BRIGHTON.

MR. R. COURTNEY KING has received instructions from the Executors of the late Mrs. Dean Jones to SELL by AUCTION, at the OLD SHIP HOTEL, BRIGHTON, on FRIDAY, FEB. 4, 1898, at THREE for FOUR o'clock, in Two Lots, TWO valuable FREEHOLD RESIDENCES, well built, known as

Lot 1, Valestrand, 16, Alexandra-villas, Brighton.
Lot 2. 21, Park-crescent, Brighton.

MR. R. COURTNEY KING has also received instructions from the Owner to SELL by AUCTION, at the OLD SHIP HOTEL, on FRIDAY, FEB. 4, at THREE for FOUR o'clock, the FREEHOLD RESIDENCE, known as Gothylis, situated in Winchester-road, Worthing.

Particulars of Hyde Bailey King, Esq., Solicitor, Cecil-square, Margate; and of the Auctioneer, Corn Exchange, Shrewsbury.

To Trustees and others.—Freehold Ground Rents amounting to £1,282 13s. 3d. per annum, most amply secured upon an Estate of 115 houses, and offering an investment of the highest character.

MR. F. H. B. RIDDLE is instructed to SELL by AUCTION, at the MART, Tokenhouse Yard, E.C., on TUESDAY, MARCH 8, at TWO o'clock punctually, in One Lot.

The above valuable FREEHOLD GROUND RENTS, abundantly secured on high-class property, situate close to Wandsworth-common Station, in the County of Surrey, and comprising 16 houses in Nightingale-lane, 11 houses in Bolingbroke-grove, 30 houses in Granard-road, 15 houses in Morella-road, 21 houses in Estcourt-road, 8 houses in Thurleigh-road, 10 houses in Nightingale-park-crescent, and 4 houses in Blenkarne-road, the whole forming a compact estate, and presenting an investment of unexceptionable character not often to be obtained, with reversion to the rack rents of 1931.

Particulars and conditions of sale may be had of Messrs. Lee and Pembertons, solicitors, 44, Lincoln's-inn-fields; at the Mart; and of the auctioneer, Mr. F. H. B. Riddle, 72, Park-street, Grosvenor-square, W.

MAGNIFICENT WEST-END BUILDING SITE.

OXFORD-STREET, Harewood-place, and Hanover-square.—To be SOLD, an exceedingly valuable PROPERTY, having a superficial area of about 8,200 square feet, with three frontages, at present comprising two shops in Oxford-street, a residence in Harewood-place, and another in Hanover-square, and forming an almost unequalled site for the erection of a block of premises suitable for a bank or insurance offices with shop and residential chambers over, with excellent light on all sides. Or the Site would be let on a Building Lease.

Apply to Messrs. LOFTS & WARNER, 130, Mount-street, Berkeley-square, W.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

CROYDON.

By order of the Executors of the Will of the late John Webster, Esq.—A semi-detached Freehold Residence, with large garden and stabling for two horses, known as No. 1, The Close Chatsworth-road, a retired position, only about ten minutes' walk from East Croydon Station. The house contains ten bed, dressing, and bath rooms, handsome drawing and dining rooms, and full-sized billiard room, and ample domestic offices, and the lawn and garden occupy about a quarter of an acre, with a considerable road frontage.

To be SOLD by AUCTION by

JOSEPH STOWER,

At the MART, Tokenhouse-yard (near the Bank of England), E.C.,

On TUESDAY, FEB. 15, 1898, at TWO o'clock, in Room B.

With possession.

Particulars of Messrs. S. HUGHES & SONS, Solicitors, 33, Bedford-street, Covent-garden, W.C., and at the Auctioneer's office, 43, Chancery-lane, W.C.

By order of the Executors of the Will of John Webster, Esq., deceased.

WANDSWORTH COMMON.—Three Leasehold Houses, Nos. 30, 31, and 36, Bucharest-road, Earlsfield-road, five minutes from the Common and near Clapham-junction. Let to respectable tenants, and producing £83 per annum, and held for 91 years at £5 10s. ground-rent each. In three lots.

BRIXTON-HILL.—A Leasehold Villa Residence, being No. 20, Crastor-road, Elm-park, containing eight rooms and kitchen, wash-house, &c. Garden at rear and side entrance. Held for 78 years at £7 10s. ground-rent, and let to a yearly tenant at £36 per annum.

WALHAM-GREEN.—15 Houses, Nos. 1 to 29 (odd numbers), Grove-avenue, situate near Fulham-road and Walham-green Station. Producing from weekly tenants £429 per annum, and held for 66 years at £5 ground-rent each. In one lot.

To be SOLD by AUCTION, by

JOSEPH STOWER,

At the MART, Tokenhouse-yard (near the Bank of England), E.C.

On TUESDAY, FEB. 15, 1898, at TWO o'clock, in Room B.

Particulars of Messrs. S. HUGHES & SONS, Solicitors, 33, Bedford street, Covent-garden, W.C.; and at the Auctioneer's office, 43, Chancery-lane, W.C.

KILBURN.

By order of the Trustee.

Leading out of West-end-lane, and close to the High-road and Kilburn and Maida Vale station. Leasehold Investments for small capitalists, situate in Abbey-lane and Providence-place, adjoining the extensive depots of the London General Omnibus Co. and the Gas Light and Coke Co., comprising a detached Cottage, with large garden, builder's yard and tenement, and a block of nine dwelling houses, let to respectable weekly tenants.

Lot.		Term.	Ground Rent.	Annual Value.
1	Fern Cottage, Abbey-lane, with house and builder's yard opposite	20½ yrs.	£11	£70
2	Nos. 1 to 7, Providence-place	30½ ,,	—	£136 10s
3	Nos. 8 to 9, ditto	15½ ,,	—	£30

To be SOLD by AUCTION by

JOSEPH STOWER,

At the MART, Tokenhouse-yard, City, on TUESDAY, February 15, 1898, at TWO o'clock, in Room B.

Particulars of sale of JOHN JOBSON, Esq., Solicitor, 17, Lincoln's-inn-fields, W.C.; at the Mart, E.C.; and at the Auctioneer's office, 43, Chancery-lane, W.C.

HARROW and SOUTH HAMPSTEAD.

Valuable Freehold Ground-rents, in Seven Lots.—To Trustees and Others.—£180 per annum abundantly secured upon 10 modern houses and 2 blocks of good-class residential flats, Nos. 1 to 10, St. Kilda's-terrace, St. Kilda's-road, Harrow, and Rosemont-mansions, Lithos-road, South Hampstead. Rack-rentals over £1,000 per annum.

MR. ERNEST OWERS will SELL by AUCTION, at the MART, E.C., on THURSDAY, FEB. 3, at TWO o'clock, the above valuable FREEHOLD GROUND-RENTS.

Particulars and conditions of sale of Messrs. Preston, Stowe, & Preston, Solicitors, 35, Lincoln's-inn-fields, W.C.; of Ernest Bevir, Esq., Solicitor, 1, Devereux-chambers, Temple, W.C.; and of the Auctioneer, Finchley-road (L. & N. W.) Station, and West Hampstead (Met.) Station.

CLAPHAM and SOUTH HAMPSTEAD.

Valuable Long Leasehold Ground-rents, in Six Lots.—£300 per annum, being exceptionally well secured upon substantially built modern properties, comprising 5 double blocks of good-class residential flats, 4 houses, and a block of flats known as Nos. 29 to 60, Antrim Mansions, Antrim-street, England-lane, South Hampstead, and Nos. 24, 26, 27, 29, and 31, Venn-street, Clapham. Rack-rentals over £2,500; head leases from the Ecclesiastical Commissioners for long terms at low rents.

MR. ERNEST OWERS will SELL by AUCTION, at the MART, E.C., on THURSDAY, FEB. 3, at TWO o'clock, the above valuable LEASEHOLD GROUND-RENTS.

Particulars and conditions of sale may be obtained of P. G. C. Shaw, Esq., Solicitor, 1, Old Serjeants'-inn, W.C.; and of the Auctioneer, Finchley-road (L. & N.W.) Station, and West Hampstead (Met.) Station, N.W.

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